

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SCHEDULE OF ITEMS

The contractor shall provide performance-based integrated operations and science support services and materials required to support the United States Antarctic Program (USAP) under the Antarctic Support Contract (ASC).

B.2 HYBRID CONTRACT TYPE

The Contract Line Item Numbers (CLINs) contain a hybrid contract type including: Firm-Fixed-Price (FFP), Cost-Reimbursement (CR), and Cost-Plus-Award-Fee (Completion) (CPAF).

B.3 PRICE/COST SCHEDULE

Key to acronyms (additional acronyms are provided in Section L, Attachment L-7):

APP = Annual Program Plan	NTE = Not-to-exceed
CLINs = Contract Line Item Numbers	NSP = Not-separately-priced
CPAF = Cost-Plus-Award-Fee (Completion)	OTP = Offeror-to-propose
CR = Cost-Reimbursement	Pd = Period
FFP = Firm-Fixed-Price	R/V = Research Vessel
IAW = In accordance with	TBD* = To-be-determined

*The "TBD" designation is information which will be provided by the Government as applicable or as otherwise designated elsewhere in the contract.

PRICE/COST SCHEDULE		
CLIN	DESCRIPTION OF SUPPLIES/SERVICES	AMOUNT
0001	Transition-In Period: Contract award through March 31, 2010 Contract Type: FFP Descriptive Data: The contractor shall provide transition-in services IAW Section C.	\$ OTP
0002	Data Period: Base period and any exercised option period(s) Descriptive Data: Contractor shall provide data IAW Sections C, F and other applicable parts of this contract. This CLIN is NSP.	NSP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

Base Period – April 1, 2010 through September 30, 2014		
0000.1	<p>Integrated Operations and Science Support Base Pd: April 1, 2010 – September 30, 2010 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.</p>	\$ OTP
0000.2	<p>Award Fee for CLIN 0000.1 Base Pd: April 1, 2010 – September 30, 2010 Award Fee Period: 1 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Period 1: \$0 Period 1 Maximum Award Fee Pool: \$4,900,000 Period 1 Award Fee Earned: \$ TBD</p>	\$ TBD
0000.3	<p>Research Vessel (R/V) Charter Base Pd: April 1, 2010 – September 30, 2010 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the Research Vessel (R/V) Nathaniel B. Palmer.</p>	NTE \$ 5,783,916
0000.4	<p>Land and Facilities, Christchurch, New Zealand Base Pd: April 1, 2010 – September 30, 2010 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$ 500,000
0000.5	<p>Major Construction and Special Projects Base Pd: April 1, 2010 – September 30, 2010 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding Annual Program Plan (APP). These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$10,000,000
0001.1	<p>Integrated Operations and Science Support Base Pd, 1st yr: October 1, 2010 – September 30, 2011</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	<p>Contract Type: CPAF</p> <p>Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support in accordance with (IAW) Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc. . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.</p>	
0001.2	<p>Award Fee for CLIN 0001.1</p> <p>Base Pd, 1st yr: October 1, 2010 – September 30, 2011</p> <p>Award Fee Periods: 2 & 3</p> <p>Descriptive Data: Award Fee earned shall be added by contract modification.</p> <p>Base Fee for Award Fee Periods 2 & 3: \$0</p> <p>Period 2 Maximum Award Fee Pool: \$5,898,200</p> <p>Period 2 Award Fee Earned: \$ TBD</p> <p>Period 3 Maximum Award Fee Pool: \$5,898,200</p> <p>Period 3 Award Fee Earned: \$ TBD</p>	\$ TBD
0001.3	<p>Research Vessel (R/V) Charter</p> <p>Base Pd, 1st yr: October 1, 2010 – September 30, 2011</p> <p>Contract Type: CR</p> <p>Descriptive Data: Contractor shall assume and administer the current charter for the R/V Nathaniel B. Palmer.</p>	NTE \$11,677,407
0001.4	<p>Land and Facilities, Christchurch, New Zealand</p> <p>Base Pd, 1st yr: October 1, 2010 – September 30, 2011</p> <p>Contract Type: CR</p> <p>Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,000,000
0001.5	<p>Major Construction and Special Projects</p> <p>Base Pd, 1st yr: October 1, 2010 – September 30, 2011</p> <p>Contract Type: CR</p> <p>Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
0002.1	<p>Integrated Operations and Science Support</p> <p>Base Pd, 2nd yr: October 1, 2011 – September 30, 2012</p> <p>Contract Type: CPAF</p> <p>Descriptive Data: Contractor shall provide all labor and</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.	
0002.2	<p>Award Fee for CLIN 0002.1 Base Pd, 2nd yr: October 1, 2011 – September 30, 2012 Award Fee Periods: 4 & 5 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 4 & 5: \$0</p> <p>Period 4 Maximum Award Fee Pool: \$5,994,800 Period 4 Award Fee Earned: \$ TBD</p> <p>Period 5 Maximum Award Fee Pool: \$5,994,800 Period 5 Award Fee Earned: \$ TBD</p>	\$ TBD
0002.3	<p>Research Vessel (R/V) Charter Base Pd, 2nd yr: October 1, 2011 – September 30, 2012 Contract Type: CR Descriptive Data: Contractor shall assume and administer the current charter for the R/V Nathaniel B. Palmer.</p>	NTE \$11,786,982
0002.4	<p>Land and Facilities, Christchurch, New Zealand Base Pd, 2nd yr: October 1, 2011 – September 30, 2012 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,000,000
0002.5	<p>Major Construction and Special Projects Base Pd, 2nd yr: October 1, 2011 – September 30, 2012 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
0003.1	<p>Integrated Operations and Science Support Base Pd, 3rd yr: October 1, 2012 – September 30, 2013 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.	
0003.2	<p>Award Fee for CLIN 0003.1 Base Pd, 3rd yr: October 1, 2012 – September 30, 2013 Award Fee Periods: 6 & 7 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 6 & 7 : \$0</p> <p>Period 6 Maximum Award Fee Pool: \$6,093,500 Period 6 Award Fee Earned: \$ TBD</p> <p>Period 7 Maximum Award Fee Pool: \$6,093,500 Period 7 Award Fee Earned: \$ TBD</p>	\$ TBD
0003.3	<p>Research Vessel (R/V) Charter Base Pd, 3rd yr: October 1, 2012 – September 30, 2013 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	<p>NTE \$ OTP</p>
0003.4	<p>Land and Facilities, Christchurch, New Zealand Base Pd, 3rd yr: October 1, 2012 – September 30, 2013 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	<p>NTE \$1,000,000</p>
0003.5	<p>Major Construction and Special Projects Base Pd, 3rd yr: October 1, 2012 – September 30, 2013 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	<p>NTE \$20,000,000</p>
0004.1	<p>Integrated Operations and Science Support Base Pd, 4th yr : October 1, 2013 – September 30, 2014 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs,</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.	
0004.2	<p>Award Fee for CLIN 0004.1 Base Pd, 4th yr : October 1, 2013 – September 30, 2014 Award Fee Periods: 8 & 9 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 8 & 9: \$0</p> <p>Period 8 Maximum Award Fee Pool: \$6,193,600 Period 8 Award Fee Earned: \$ TBD</p> <p>Period 9 Maximum Award Fee Pool: \$6,193,600 Period 9 Award Fee Earned: \$ TBD</p>	\$ TBD
0004.3	<p>Research Vessel (R/V) Charter Base Pd, 4th yr : October 1, 2013 – September 30, 2014 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	NTE \$ OTP
0004.4	<p>Land and Facilities, Christchurch, New Zealand Base Pd, 4th yr : October 1, 2013 – September 30, 2014 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport; New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,000,000
0004.5	<p>Major Construction and Special Projects Base Pd, 4th yr: October 1, 2013 – September 30, 2014 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
OPTION One (1) - October 1, 2014 – September 30, 2016		
1005.1	<p>Integrated Operations and Science Support Option 1, 1st yr: October 1, 2014 – September 30, 2015 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs,</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.	
1005.2	<p>Award Fee for CLIN 1005.1 Option 1, 1st yr: October 1, 2014 – September 30, 2015 Award Fee Periods: 10 & 11 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 10 & 11: \$0</p> <p>Period 10 Maximum Award Fee Pool: \$6,295,800 Period 10 Award Fee Earned: \$ TBD</p> <p>Period 11 Maximum Award Fee Pool: \$6,295,800 Period 11 Award Fee Earned: \$ TBD</p>	\$ TBD
1005.3	<p>Research Vessel (R/V) Charter Option 1, 1st yr: October 1, 2014 – September 30, 2015 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	NTE \$ OTP
1005.4	<p>Land and Facilities, Christchurch, New Zealand Option 1, 1st yr: October 1, 2014 – September 30, 2015 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,000,000
1005.5	<p>Major Construction and Special Projects Option 1, 1st yr: October 1, 2014 – September 30, 2015 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
1006.1	<p>Integrated Operations and Science Support Option 1, 2nd yr: October 1, 2015 – September 30, 2016 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	CLINs.	
1006.2	<p>Award Fee for CLIN 1006.1 Option 1, 2nd yr: October 1, 2015 – September 30, 2016 Award Fee Periods: 12 & 13 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 12 & 13: \$0</p> <p>Period 12 Maximum Award Fee Pool: \$6,399,400 Period 12 Award Fee Earned: \$ TBD</p> <p>Period 13 Maximum Award Fee Pool: \$6,399,400 Period 13 Award Fee Earned: \$ TBD</p>	\$ TBD
1006.3	<p>Research Vessel (R/V) Charter Option 1, 2nd yr: October 1, 2015 – September 30, 2016 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	NTE \$ OTP
1006.4	<p>Land and Facilities, Christchurch, New Zealand Option 1, 2nd yr: October 1, 2015 – September 30, 2016 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,000,000
1006.5	<p>Major Construction and Special Projects Option 1, 2nd yr: October 1, 2015 – September 30, 2016 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
OPTION Two (2) – October 1, 2016 – September 30, 2018		
2007.1	<p>Integrated Operations and Science Support Option 2, 1st yr: October 1, 2016 – September 30, 2017 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	CLINs.	
2007.2	<p>Award Fee for CLIN 2007.1 Option 2, 1st yr: October 1, 2016 – September 30, 2017 Award Fee Periods: 14 & 15 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 14 & 15: \$0</p> <p>Period 14 Maximum Award Fee Pool: \$6,505,100 Period 14 Award Fee Earned: \$ TBD</p> <p>Period 15 Maximum Award Fee Pool: \$6,505,100 Period 15 Award Fee Earned: \$ TBD</p>	\$ TBD
2007.3	<p>Research Vessel (R/V) Charter Option 2, 1st yr: October 1, 2016 – September 30, 2017 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	NTE \$ OTP
2007.4	<p>Land and Facilities, Christchurch, New Zealand Option 2, 1st yr: October 1, 2016 – September 30, 2017 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,000,000
2007.5	<p>Major Construction and Special Projects Option 2, 1st yr: October 1, 2016 – September 30, 2017 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
2008.1	<p>Integrated Operations and Science Support Option 2, 2nd yr: October 1, 2017 – September 30, 2018 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

2008.2	<p>Award Fee for CLIN 2008.1 Option 2, 2nd yr: October 1, 2017 – September 30, 2018 Award Fee Periods: 16 & 17 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 16 & 17: \$0</p> <p>Period 16 Maximum Award Fee Pool: \$6,612,900 Period 16 Award Fee Earned: \$ TBD</p> <p>Period 17 Maximum Award Fee Pool: \$6,612,900 Period 17 Award Fee Earned: \$ TBD</p>	\$ TBD
2008.3	<p>Research Vessel (R/V) Charter Option 2, 2nd yr: October 1, 2017 – September 30, 2018 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	NTE \$ OTP
2008.4	<p>Land and Facilities, Christchurch, New Zealand Option 2, 2nd yr: October 1, 2017 – September 30, 2018 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,000,000
2008.5	<p>Major Construction and Special Projects Option 2, 2nd yr: October 1, 2017 – September 30, 2018 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
OPTION Three (3) - October 1, 2018 – September 30, 2020		
3009.1	<p>Integrated Operations and Science Support Option 3, 1st yr: October 1, 2018 – September 30, 2019 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.</p>	\$ OTP

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

3009.2	Award Fee for CLIN 3009.1 Option 3, 1 st yr: October 1, 2018 – September 30, 2019 Award Fee Periods: 18 & 19 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 18 & 19: \$0 Period 18 Maximum Award Fee Pool: \$6,722,450 Period 18 Award Fee Earned: \$ TBD Period 19 Maximum Award Fee Pool: \$6,722,450 Period 19 Award Fee Earned: \$ TBD	\$ TBD
3009.3	Research Vessel (R/V) Charter Option 3, 1 st yr: October 1, 2018 – September 30, 2019 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.	NTE \$ OTP
3009.4	Land and Facilities, Christchurch, New Zealand Option 3, 1 st yr: October 1, 2018 – September 30, 2019 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).	NTE \$1,000,000
3009.5	Major Construction and Special Projects Option 3, 1 st yr: October 1, 2018 – September 30, 2019 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .	NTE \$20,000,000
3010.01	Integrated Operations and Science Support Option 3, 2 nd yr: October 1, 2019 – September 30, 2020 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.	\$ OTP
3010.2	Award Fee for CLIN 3010.1	\$ TBD

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	<p>Option 3, 2nd yr: October 1, 2019 – September 30, 2020 Award Fee Periods: 20 & 21 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 20 & 21: \$0</p> <p>Period 20 Maximum Award Fee Pool: \$6,834,100 Period 20 Award Fee Earned: \$ TBD</p> <p>Period 21 Maximum Award Fee Pool: \$6,834,100 Period 21 Award Fee Earned: \$ TBD</p>	
3010.3	<p>Research Vessel (R/V) Charter Option 3, 2nd yr: October 1, 2019 – September 30, 2020 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	NTE \$ OTP
3010.4	<p>Land and Facilities, Christchurch, New Zealand Option 3, 2nd yr: October 1, 2019 – September 30, 2020 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,016,500
3010.5	<p>Major Construction and Special Projects Option 3, 2nd yr: October 1, 2019 – September 30, 2020 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
OPTION Four (4) – October 1, 2020 – March 31, 2023		
4011.1	<p>Integrated Operations and Science Support Option 4, 1st yr: October 1, 2020 – September 30, 2021 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.</p>	\$ OTP
4011.2	Award Fee for CLIN 4011.1	\$ TBD

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	<p>Option 4, 1st yr: October 1, 2020 – September 30, 2021 Award Fee Periods: 22 & 23 Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 22 & 23: \$0</p> <p>Period 22 Maximum Award Fee Pool: \$6,946,854 Period 22 Award Fee Earned: \$ TBD</p> <p>Period 23 Maximum Award Fee Pool: \$6,946,854 Period 23 Award Fee Earned: \$ TBD</p>	
4011.3	<p>Research Vessel (R/V) Charter Option 4, 1st yr: October 1, 2020 – September 30, 2021 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	<p>NTE \$ OTP</p>
4011.4	<p>Land and Facilities, Christchurch, New Zealand Option 4, 1st yr: October 1, 2020 – September 30, 2021 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	<p>NTE \$1,033,272</p>
4011.5	<p>Major Construction and Special Projects Option 4, 1st yr: October 1, 2020 – September 30, 2021 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	<p>NTE \$20,000,000</p>
4012.1	<p>Integrated Operations and Science Support Option 4, 2nd yr: October 1, 2021 – September 30, 2022 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.</p>	<p>\$ OTP</p>
4012.2	<p>Award Fee for CLIN 4012.1 Option 4, 2nd yr: October 1, 2021 – September 30, 2022 Award Fee Periods: 24 & 25</p>	<p>\$ TBD</p>

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	<p>Descriptive Data: Award Fee earned shall be added by contract modification. Base Fee for Award Fee Periods 24 & 25: \$0</p> <p>Period 24 Maximum Award Fee Pool: \$7,061,469 Period 24 Award Fee Earned: \$ TBD</p> <p>Period 25 Maximum Award Fee Pool: \$7,061,469 Period 25 Award Fee Earned: \$ TBD</p>	
4012.3	<p>Research Vessel (R/V) Charter Option 4, 2nd yr: October 1, 2021 – September 30, 2022 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.</p>	NTE \$ OTP
4012.4	<p>Land and Facilities, Christchurch, New Zealand Option 4, 2nd yr: October 1, 2021 – September 30, 2022 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).</p>	NTE \$1,050,321
4012.5	<p>Major Construction and Special Projects Option 4, 2nd yr: October 1, 2021 – September 30, 2022 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .</p>	NTE \$20,000,000
4013.1	<p>Integrated Operations and Science Support Option 4, 3rd yr: October 1, 2022 – March 31, 2023 Contract Type: CPAF Descriptive Data: Contractor shall provide all labor and material necessary to provide operations and science support IAW Section C. Includes costs for services and materials, i.e., labor, other direct costs, materials, material handling/freight fee, travel, fuel, indirect costs, overhead, etc . . . It shall also include costs for charter, lease and operating agreements not covered in other CLINs.</p>	\$ OTP
4013.2	<p>Award Fee for CLIN 4013.1 Option 4, 3rd yr: October 1, 2022 – March 31, 2023 Award Fee Period: 26 Descriptive Data: Award Fee earned shall be added by contract modification.</p>	\$ TBD

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

	Base Fee for Award Fee Period 26: \$0 Period 26 Maximum Award Fee Pool: \$7,177,975 Period 26 Award Fee Earned: \$ TBD	
4013.3	Research Vessel (R/V) Charter Option 4, 3 rd yr: October 1, 2022 – March 31, 2023 Contract Type: CR Descriptive Data: Contractor shall provide a vessel to support efforts previously provided under the R/V Nathaniel B. Palmer charter.	NTE \$ OTP
4013.4	Land and Facilities, Christchurch, New Zealand Option 4, 3 rd yr: October 1, 2022 – March 31, 2023 Contract Type: CR Descriptive Data: Contractor shall assume and administer the existing lease for land and facilities located at Christchurch International Airport, New Zealand (includes office buildings and warehouse located at 38 Orchard Road).	NTE \$ 533,826
4013.5	Major Construction and Special Projects Option 4, 3 rd yr: October 1, 2022 – March 31, 2023 Contract Type: CR Descriptive Data: Contractor shall provide for major construction and special projects as developed in the corresponding APP. These requirements will be added by contract modification. Includes all costs associated with Major Construction and Special Projects, i.e., labor, direct/indirect costs, other direct costs, materials, material handling/freight fee, travel, fuel, etc . . .	NTE \$20,000,000

B.4 TOTAL ESTIMATED COST OF THE CONTRACT

Price of FFP CLINs :	\$ <u> OTP </u>
Estimated cost of CPAF CLINs:	\$ <u> OTP </u>
Maximum Award Fee	\$ <u> 167,194,323 </u>
Base Fee	\$ <u> 0</u>
NTE CR* CLINs	\$ <u> OTP** </u>
Total Estimated Cost	\$ <u> OTP** </u>

*Government-provided NTE CR amounts can only be modified by the Government by contract modification.

** Government-provided NTE CR amounts should be included here.

B.5 POST-AWARD ACTIONS

- a) Integrated Operations and Science Support - The contractor may propose areas under the Integrated Operations and Science Support CLINs for consideration of a Firm-Fixed-Price or other contract type with the Annual Program Plan submittal. Examples would include Medical, Food Services, Power Plant, Janitorial, and Commodities. These post-award actions will be finalized by contract modification.
- b) Major Construction and Special Projects – These areas will be determined on an annual basis and will be developed in the Annual Program Plan for each year. Costs associated with these areas shall not exceed the corresponding NTE for the applicable CLIN unless authorized by contract modification. These post-award actions will be finalized by contract modification.

B.6 AWARD FEE

- a) The contractor may earn award fee for performance under the CPAF CLINs. The Government's purpose in granting an award fee is to encourage and reward superior contract performance. The Award Fee Plan sets out the award fee process and is located under Section J, Attachment 1.

- b) Award Fee Determination

(1) The Government will evaluate and assess the contractor's performance every six months beginning April 1, 2010 in accordance with the terms of the Award Fee Plan, Section J, Attachment 1. The contractor may earn an award fee based on the award fee scale stated in Section J, Attachment 1.

(2) The Government reserves the right to modify award fee criteria (including award fee pool and award fee scale) and procedures by unilateral contract modification, issued prior to the start of the affected award fee evaluation period(s).

(3) Government determination of the maximum award fee pool amount and the award fee earned to be paid to the contractor and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

(4) Award fee procedures, determinations and methodology are not subject to the Disputes Clause.

- c) Award Fee Pool

(1) The Government-determined maximum award fee pool amounts are set out in the following table.

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

Award Fee Periods with Maximum Award Fee Pool			
Period	Start Date	End Date	Max. Award Fee Pool
1	1 Apr 2010	30 Sep 2010	\$4,900,000
2	1 Oct 2010	31 Mar 2011	\$5,898,200
3	1 Apr 2011	30 Sep 2011	\$5,898,200
4	1 Oct 2011	31 Mar 2012	\$5,994,800
5	1 Apr 2012	30 Sep 2012	\$5,994,800
6	1 Oct 2012	31 Mar 2013	\$6,093,500
7	1 Apr 2013	30 Sep 2013	\$6,093,500
8	1 Oct 2013	31 Mar 2014	\$6,193,600
9	1 Apr 2014	30 Sep 2014	\$6,193,600
10	1 Oct 2014	31 Mar 2015	\$6,295,800
11	1 Apr 2015	30 Sep 2015	\$6,295,800
12	1 Oct 2015	31 Mar 2016	\$6,399,400
13	1 Apr 2016	30 Sep 2016	\$6,399,400
14	1 Oct 2016	31 Mar 2017	\$6,505,100
15	1 Apr 2017	30 Sep 2017	\$6,505,100
16	1 Oct 2017	31 Mar 2018	\$6,612,900
17	1 Apr 2018	30 Sep 2018	\$6,612,900
18	1 Oct 2018	31 Mar 2019	\$6,722,450
19	1 Apr 2019	30 Sep 2019	\$6,722,450
20	1 Oct 2019	31 Mar 2020	\$6,834,100
21	1 Apr 2020	30 Sep 2020	\$6,834,100
22	1 Oct 2020	31 Mar 2021	\$6,946,854
23	1 Apr 2021	30 Sep 2021	\$6,946,854
24	1 Oct 2021	31 Mar 2022	\$7,061,469
25	1 Apr 2022	30 Sep 2022	\$7,061,469
26	1 Oct 2022	31 Mar 2023	\$7,177,975

(2) The maximum award fee pool may be unilaterally adjusted by the Government based on, but not limited to, contractor performance, cost savings, and funding availability. The unilateral adjustments to the maximum award fee pool may also include rolling over unearned award fee to subsequent award fee periods subject to the Government's discretion.

d) Award Fee Available Upon Termination for Convenience of the Government

In the event that the contract is terminated for the Government's convenience, either in whole or in part, the amount of award fee available shall be determined by the Contracting Officer (CO).

e) Payment of Award Fee

The contractor shall be paid award fee, if any, upon submittal of a proper invoice to the cognizant NSF payment office (see Section G for invoicing procedures), together with a copy of the contract modification authorizing payment of award fee for the applicable award fee period. Award fee may be invoiced for payment only after the final determination of award fee earned and execution of the contract modification by the CO

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

authorizing payment. The contractor's invoice shall show the amount of award fee earned and payable with the applicable award fee CLIN. The contractor's invoice must cite the appropriate accounting data. There will be no provisional, interim or advance billing of award fee.

B.7 INCREMENTAL FUNDING

This contract shall be subject to incremental funding with \$ TBD presently available for performance under this contract. It is estimated that funds presently available are sufficient to permit the contractor's performance through TBD. In accordance with the Limitation of Funds clause in Section I of this contract, no legal liability on the part of the Government for payment of money in excess of \$ TBD shall arise unless and until additional funds are made available by the CO through a modification to this contract.

B.8 FUNDS LIMITATION

Funds provided for special projects may not be reprogrammed to support contract activities other than those identified in the contract or by contract modification. The CO will designate any "special projects" when providing the subject funding.

SECTION C – STATEMENT OF OBJECTIVES

The contractor shall provide the materials and services required to support the United States Antarctic Program (USAP) in accordance with the contractor's Performance Work Statement (PWS), see Section J – Attachment 2. **(THE AWARDEE'S PWS WILL BE INCORPORATED AT CONTRACT AWARD IN SECTION J, ATTACHMENT 2. THE BELOW STATEMENT OF OBJECTIVES (SOO) WILL BE DELETED AT CONTRACT AWARD.)**

NATIONAL SCIENCE FOUNDATION (NSF) ANTARCTIC SUPPORT CONTRACT (ASC) STATEMENT OF OBJECTIVES (SOO)

C.1 NSF BACKGROUND

- a) The National Science Foundation (NSF) is an independent executive branch Federal agency established by the National Science Foundation Act of 1950, as amended. Its mission is to promote the progress of science; to advance the national health, prosperity, and welfare; to secure the national defense; and for other purposes.
- b) NSF is authorized to initiate and support:
 - Basic scientific research and research fundamental to the engineering process,
 - Programs to strengthen scientific and engineering research potential,
 - Science and engineering education programs at all levels and in all fields of science and engineering,
 - An information base on science and engineering appropriate for development of national and international policy,
 - Fostering the interchange of scientific and engineering information nationally and internationally,
 - Maintaining facilities in the Antarctic and promoting the U.S. presence through research conducted there, and
 - Addressing issues of equal opportunity in science and engineering.
- c) NSF's vision is to advance discovery, innovation and education beyond the frontiers of current knowledge and empower future generations in science and engineering. NSF's goals --discovery, learning, research infrastructure and stewardship -- provide an integrated strategy to advance frontiers of knowledge, cultivate a world-class broadly inclusive science and engineering workforce, build the nation's research capability through investments in advanced instrumentation and facilities, and support excellence in science and engineering research and education.

SECTION C – STATEMENT OF OBJECTIVES

- d) With an annual budget of about \$6 billion, NSF funds approximately 20 percent of all federally supported basic research conducted by U.S. colleges and universities.

C.2 U.S. ANTARCTIC PROGRAM (USAP) BACKGROUND AND OBJECTIVE

- a) The United States Antarctic Program (USAP) is the activity through which the U.S. Government expresses the national interest in Antarctica. Managed and funded by the National Science Foundation, Office of Polar Programs (NSF/OPP), the USAP fulfills the direction of the President to maintain an “active and influential presence in Antarctica designed to support the range of U.S. Antarctic interests.” The USAP includes scientific research conducted by universities and research institutions, as well as by other Federal agencies, and interacts with other international Antarctic programs in support of science. The USAP operates within the framework of the Antarctic Treaty System and U.S. implementing laws.
- b) The principal objective of the USAP is support of scientific research. The broad goals of the scientific research are to:
- expand fundamental knowledge of the region,
 - foster research on global and regional problems of current scientific importance, and
 - use the region as a platform from which to support research that can only be done or is best done in Antarctica.
- c) In accordance with national policy NSF is required to operate on behalf of the entire U.S. Government, year-round research stations at South Pole and two coastal locations in Antarctica. Currently, these stations are:
- McMurdo Station (77° 50.88' S; 166° 40.10' E), located on Ross Island in the southwestern corner of the Ross Sea;
 - Amundsen-Scott South Pole Station (90° S), located 841 statute miles inland from McMurdo, at the geographic South Pole, and
 - Palmer Station (64° 46.50' S; 64° 03.07' W), located on Anvers Island in the Antarctic Peninsula region.
- d) These stations are important assets in accomplishing the USAP objective, and should be configured to best achieve it. Safety and environmental stewardship are also critical factors in implementing the program, as well as compliance with Presidential Memorandum Regarding Antarctica #6646, which tasks the NSF "to manage the program in a manner that maximizes the cost effectiveness and return on investment."

C.3 CONTRACT OBJECTIVE

- a) The contract objective is to secure services of a superior performing contractor that can provide NSF with decision support, design, planning, implementation, and operations/maintenance of research infrastructure to achieve the USAP objective stated above.
- b) NSF is seeking a contractor that embraces continuous improvement and change throughout the period of performance of the contract.

C.4 NSF/CONTRACTOR RELATIONSHIP

The resulting contract is intended to create a cooperative relationship between the NSF and the contractor. This relationship shall reflect the attributes of an open, collaborative, customer-oriented, and professional association. The NSF intends to structure the contract in a manner that ensures contractor goals and objectives are in alignment with those of the NSF, thus making contractor performance integral to accomplishment of the USAP objective.

C.5 PLACE OF PERFORMANCE

Work will be performed within: the United States, at forward staging facilities in Christchurch, New Zealand, and Punta Arenas, Chile, at other international ports that serve as “gateways” to Antarctica, on the Southern Ocean, and throughout Antarctica.

C.6 REQUIREMENTS AND CONSTRAINTS

- a) It is fully recognized and expected that technology and requirements will evolve during the contract performance. To that end, only the highest level objective has been provided in this SOO to encourage potential offerors to be innovative and creative in responding with their proposed solution(s).
- b) Specific requirements and constraints within: 1) Technical Management and Administration, 2) Science and Technical Project Services, 3) Information Technology and Communications (IT&C), 4) Infrastructure, Operations and Professional Services, and 5) Transportation and Logistics, needed to meet the contract objective are provided below. These five (5) functional areas are provided for informational purposes only and indicate what NSF currently considers essential services. They are not meant to imply or impose a specific management structure on the program. The proposed management structure should reflect the offeror’s best ideas for maximizing the cost effectiveness and return on investment while providing process integration for the entire USAP. Offerors should not infer or imply any other constraints on their solution(s), other than as specified in this document.

C.6.1 TECHNICAL MANAGEMENT AND ADMINISTRATION

NSF has a long tradition of operating the USAP. Through its management and continued development of research infrastructure, it creates opportunities for research that push the frontiers of science forward. The infrastructure supporting this program has grown from its inception. However, the increasing sophistication and complexity of the research projects, coupled with tight federal budgets, has placed a substantial burden on the research infrastructure.

C.6.1.1 Requirements

- a) At contract award, contractor management shall ensure uninterrupted operations for all USAP support functions.
- b) The contractor shall maximize the value to the USAP objective while structuring services to minimize the footprint of the program (staff and infrastructure) in Antarctica and at other operating locations.
- c) The contractor shall research industry trends and apply new and emerging technologies in order to continuously improve USAP operations.
- d) The contractor shall provide decision-support for strategic planning in the USAP. This will include scenario evaluation that makes effective use of computational optimization models and automation tools.
- e) The contractor shall provide and manage services in an integrated systems approach for the USAP.
- f) The contractor shall provide services that are agile and scalable to accommodate programmatic shifts and changes within the traditional NSF research proposal cycle (approximately three years), and changes that occur within an annual budget cycle and field season.
- g) The contractor shall provide services based on a “discrete event simulation model” that allow NSF to assess and quantify the impacts to science and operations of single or multiple events, such as budget cuts, fuel shortages, or major equipment failure.
- h) The contractor shall provide comprehensive, integrated cost estimating services based on industry best practices for total cost management and cost engineering. In addition the contractor shall produce cost estimates as stand-alone products for Government decision making purposes. Contractor cost estimate turn-around performance and estimating accuracy shall align with Government decision making cycles.

SECTION C – STATEMENT OF OBJECTIVES

- i) The contractor shall employ best industry and Federal practices in financial, project, property, and program management. The contractor shall monitor all developments in Federal accounting and be prepared to adapt deliverables or deadlines as Government guidance is revised.
- j) The contractor shall establish systems to provide financial and project reporting and to allow the Government to track contractor labor and direct and indirect costs to a level of detail that allows visibility into the major system, function, product, and service level.
- k) The contractor shall develop internal controls to minimize the potential for waste, fraud, and abuse.
- l) The contractor shall operate office location(s) that optimize the delivery of services, reduce cost to the Government, and facilitate efficient interaction with NSF.
- m) The contractor shall ensure full information assurance and privacy in management, policy, procedures, operations, and maintenance of the USAP information and IT&C systems.
- n) The contractor shall provide all required services within the context of a comprehensive safety and health and medical program, while demonstrating leadership in the stewardship of the Antarctic environment.
- o) The contractor shall work collaboratively with other USAP contractors, Federal agency, and business and operations partners to meet USAP objectives.
- p) The contractor shall sustain an understanding of NSF's priority issues and opportunities and shall incorporate this understanding into the fulfillment of this contract.
- q) In response to NSF's responsibility to be a steward of the Antarctic environment in the conduct of its activities, the contractor shall continue the environmental education program for all USAP participants.
- r) The contractor shall develop and maintain Spill Prevention Control and Countermeasure (SPCC) plans which adequately address conditions at all USAP locations.
- s) The contractor shall develop emergency response plans and maintain a capability to properly mitigate and respond to emergencies affecting USAP participants and facilities with appropriately trained personnel.
- t) The contractor shall be responsible for all aspects of radionuclide use in the USAP.
- u) The contractor shall operate a proactive and comprehensive safety risk management program that addresses the wide variety of typical and unique risks

SECTION C – STATEMENT OF OBJECTIVES

associated with the conduct and support of USAP operations at all locations. The contractor shall refer non-compliance issues to the NSF, as required.

- v) The contractor shall support the safety and health of all USAP participants, and its safety and occupational health program shall interface with and complement the safety programs of other participating organizations and institutions.
- w) The contractor shall manage and operate health care facilities for non-emergent care to eligible personnel. The contractor shall staff these facilities with appropriately qualified and licensed medical professionals.
- x) The contractor shall support a safe and hygienic working and living environment.
- y) The contractor shall maintain accurate and complete medical records of individuals, including screening records and any treatments administered in Antarctica. Medical records shall be the property of NSF and will be maintained separate from any records management system the contractor may develop for its own organizational needs.
- z) The contractor shall develop procedures for medical evacuation of USAP personnel from Antarctica, with final approval residing with NSF.
- aa) For specified projects, the contractor shall use appropriate Earned Value Management System (EVMS) methodologies that consider project performance analysis, cost analysis, and risk analysis/mitigation for the purpose of general management as well as detection and notification of problems.
- bb) The contractor shall provide cost and resource loaded schedules for all activities in Antarctica in accordance with the Annual Program Plan (APP). Schedules are to be executable and integrate all aspects of the work.
- cc) The contractor shall promote clear and accurate understanding of the USAP mission, activities, and its history. This includes but is not limited to providing audio-visual production capability, operation of the www.USAP.gov web portal and its current content, sustaining and developing educational outreach activities, providing current and historical video to the general public, conducting tele- and video-conferences, and producing and releasing training videos.
- dd) The contractor shall develop processes and procedures to capture past, present, and future knowledge of activities in the USAP. This information will be used to promote consistency and as a guide for planning.

C.6.1.2 Constraints

- a) The contractor shall operate a central program office in the contiguous United States.

SECTION C – STATEMENT OF OBJECTIVES

- b) The Government will provide the contractor with property, equipment, and applications which the contractor will be responsible for maintaining and taking appropriate steps to ensure that they will remain functional unless and until replaced.
- c) All financial reporting and management of U.S. Government furnished plant, property, and equipment shall be in accordance with established Federal regulations and NSF policies.
- d) The contractor shall assume responsibility for existing leases and charters and operator agreements (e.g. research vessels, Christchurch International Airport Authority, Ltd., NZ).
- e) Coordination with other international Antarctic programs and foreign governments is conducted only by the NSF, except when specifically authorized.
- f) The contractor shall comply with the USAP zero-tolerance policy for drug and alcohol abuse.
- g) All personnel shall have a current National Agency Check with Inquiries (NACI) background investigation or the equivalent for foreign nationals.
- h) Unless specifically waived by NSF, the contractor shall comply with Federal occupational safety and health standards, and, in other countries, the host national, regional and local standards when more stringent than U.S. standards.
- i) The contractor shall comply with all applicable standards and regulations for handling, shipment, and disposal of radioactive materials.
- j) Unless specifically waived by NSF, the contractor shall use applicable safety and emergency response-related consensus standards in circumstances where their use would be appropriate in the U.S. Where compliance is not feasible, alternate risk management measures will be implemented with NSF approval.
- k) The contractor shall comply with Department of Defense (DoD), USAF Air Mobility Command (AMC) Aircraft Rescue and Fire Fighting (ARFF) regulations.
- l) All activities in Antarctica shall be conducted in accordance with environmental protocols outlined in the Antarctic Treaty System as implemented by the Antarctic Conservation Act of 1978 and as amended by the Antarctic Science, Tourism and Conservation Act of 1996.
- m) The contractor shall administer medical, dental, and for winter-only, psychological, screening programs that reasonably assure fitness to deploy to Antarctica in accordance with USAP Medical Screening Guidelines.

SECTION C – STATEMENT OF OBJECTIVES

- n) Medical records shall be used, maintained, and protected in accordance with applicable provisions of the Privacy Act and the NSF System of Records notification.
- o) Explosives shall be stored, handled, and transported in accordance with applicable Federal and DoD regulations. Explosives shall be procured and used in accordance with Federal regulations or the state regulations in which the blaster is certified.
- p) Project management and controls software shall be equivalent to and capable of seamless linkage with Primavera[®], Expedition[®], and Timberline[®].
- q) Project schedules shall be integrated and follow the Critical Path Method (CPM).
- r) The contractor shall comply with the NSF concept of operations for the USAP.gov web portal (as amended and extended), applicable NSF web management and standards manual requirements, and U.S. Government standards for Government websites. A list of federal guidelines is available on the USA.gov website (http://www.usa.gov/webcontent/regs_bestpractices/laws_regs.shtml).
- s) All press releases and media activity for the USAP shall be coordinated and cleared through the NSF.
- t) Information Assurance shall be coordinated by a Chief Information Security Officer (CISO) or equivalent Information Assurance Program Manager (IAPM). Appropriate experience will include the following qualifications: Certified Information Systems Security Professional (CISSP), Certified Information Systems Auditor (CISA), Certified Information Security Manager (CISM), Global Information Assurance Certification (GIAC), or GIAC Security Leadership Certificate (GSLC).
- u) The contractor shall comply with applicable legislation, Office of Management and Budget (OMB) and NSF guidance, policy, standards, and direction pertaining to the provision and management of IT&C. The contractor shall take particular note of Federal Information Security Management Act (FISMA) statute law and NSF agency implementation of FISMA.
- v) All position-related licenses and certifications shall be kept valid and current.
- w) The contractor shall comply with all terms and conditions of the USAP Master Permit.
- x) Waste management operations shall be compliant with NSF Waste Regulations (45 CFR 671).

SECTION C – STATEMENT OF OBJECTIVES

- y) Waste classification, packaging, and labeling shall be in accordance with the Resource Conservation and Recovery Act (RCRA) as well as applicable Federal regulations and those of ports of entry.
- z) Cost estimates shall conform to Association for the Advancement of Cost Engineering (AACE) International cost estimation classifications (18R-97).
- aa) The contractor shall comply with NSF Standards for the Conduct of Scientific Diving and Federal regulations as applicable to the diving activity.

C.6.2 SCIENCE AND TECHNICAL PROJECT SERVICES

- a) Services are provided to a broad range of NSF-approved activities across all operating locations in the USAP. These services cover the full spectrum of support activities and include everything from concept development, planning and estimating for projects in the pre-proposal to proposal stage, to the delivery of logistical and operations support in the field. The contractor shall be able to provide support equitably to all NSF-approved projects and activities in Antarctica.
- b) The contractor shall support many projects, both internal and external. The largest project group is the university research (grantee) community. However, support will also be provided to foreign partner activities, other federal agency projects and tenant activities. The contractor shall also provide services to the military logistical support partners, other NSF contractors, and other NSF-identified groups.
- c) The scope of activities will vary, but support services range from, for example, constructing and managing large field camps, to supporting complex international research programs, to providing travel services to a single investigator working with a foreign national program.
- d) The project services function is the primary point of entry for all services delivered under the contract and shall be capable of dealing with both project and sustaining needs of USAP activities.

C.6.2.1 Requirements

- a) The contractor shall provide uniform, effective, and efficient support services to USAP projects and directed activities. The contractor service model will integrate the internal support units which develop, deliver and sustain services for the support of NSF-approved project requirements. These requirements can include project-specific needs or the sustainment of operational support.

SECTION C – STATEMENT OF OBJECTIVES

- b) At contract award, the contractor shall provide uninterrupted support for all science and technical project functions.
- c) The contractor shall interact with leaders of potential and approved projects to develop timely, comprehensive, and integrated field plans; operational, construction, and technical support requirements; and logistics requirements.
- d) The contractor shall support projects that vary in size and scope and span the science, engineering and technology disciplines, with education and outreach objectives that are conducted at USAP stations, remote field sites, on board research vessels, aircraft, airborne platforms, or at facilities of other international programs.
- e) The contractor shall provide and retain a qualified, educated, and experienced workforce to ensure continuity of the knowledge base and skills necessary to assist in the assessment of field requirements of project proposals.
- f) Contractor personnel directly supporting scientific participants shall be familiar with academic research environments and shall have the ability to support the type and scope of scientific research performed in the USAP.
- g) The contractor shall provide assistance to NSF's decision making and proposal review process in accord with NSF's schedules. The objectives of the planning process are: i) Produce timely and accurate projections of current and future support requirements; ii) Enable evaluation of, and plans for, current proposal cycle and future proposal support requirements; iii) Contribute and respond to NSF's short-term and long-range strategic planning goals; and, iv) Provide information that can be a basis for improvements in efficiency and effectiveness of service delivery.
- h) The contractor shall provide and sustain a planning process to coordinate and implement single- and multiple-investigator led science, engineering and technology projects when approved by NSF.
- i) The contractor shall provide visibility into planning processes and resource utilization and be able to provide snapshots of the availability of resources to support projects.
- j) The contractor shall develop, execute, and monitor a comprehensive, integrated annual plan of approved projects that is within available USAP resource capabilities, budget, and schedules, and is consistent with the APP.
- k) The contractor shall communicate the five-year outlook of major resource commitments to the research community to aid in the development of research proposals.
- l) The contractor shall provide an information database for interactive planning with project leaders and science investigators and ensure continuity with legacy data.

SECTION C – STATEMENT OF OBJECTIVES

- m) The contractor shall provide, operate, maintain, and replace as required common use field equipment, including installed equipment and systems mounted on research vessels and aircraft.

C.6.3 INFORMATION TECHNOLOGY AND COMMUNICATIONS

Information Technology and Communications (IT&C) are integral and critical to all functions of the USAP systems. It spans the spectrum from providing for the movement of research level data into and out of Antarctica and providing communications support for research facilities and field parties to contributing to the quality of life for all USAP participants.

C.6.3.1 Requirements

- a) At contract award, the contractor shall ensure uninterrupted operations for all IT&C activities.
- b) Over the period of performance, the contractor will be expected to evolve IT&C into an innovation tool that transforms USAP business and mission processes in ways that enable more effective and efficient support for science.
- c) The contractor shall provide IT&C services that are fully integrated across the USAP.
- d) The contractor shall provide best-of-breed IT&C management framework(s) to achieve governance in customer focused IT&C operations and service management.
- e) The contractor shall manage information systems as strategic assets to support business intelligence and enhance business/mission operations.
- f) The contractor shall provide general and special purpose electronic systems and services which meet the full spectrum of USAP IT&C needs for remote operations in Antarctica. These include general electronic systems, industrial controls, component-level diagnostics/repair and other electronic systems not generally within the scope of traditional computer network, data center, desktop, or telecommunications.
- g) The contractor shall be responsible for the full range of planning, evaluation, acquisition, development, testing, installation, operation, and replacement/retirement of equipment, services, and support for all IT&C at USAP operating locations.
- h) The contractor shall use industry best-practices to benchmark its performance with a certified and independent capability-maturity assessment process.

SECTION C – STATEMENT OF OBJECTIVES

- i) The contractor shall provide comprehensive planning and management services to meet Government requirements for availability, integrity, quality, capacity, reliability, maintainability, and security of IT&C services and information.
- j) The contractor shall align IT&C infrastructure and services with USAP business and science support needs.
- k) The contractor shall provide IT&C infrastructure to enable network-centric operations.
- l) The contractor shall develop, document and publish a USAP service catalog, with specifications of service quality and tiers of service. The contractor shall deliver best practices to manage, sustain and evolve the IT&C systems and services for the USAP.
- m) The contractor shall perform pre-deployment verification and validation as a key element of the IT&C systems engineering process and shall similarly apply to subsystems for changes deployed to installed systems in Antarctica to ensure that hardware and software are appropriately verified as functionally ready to perform under the austere and potentially harsh conditions of the Antarctic.
- n) The contractor shall provide annual resource demand, resource allocation, user technical services consultation and budget forecasts in support of USAP IRIDIUM satellite communications services and shall provide NSF services management support for DoD Defense Information Services Agency (DISA) accounts with the Enhanced Mobile Satellite Services program.
- o) The contractor shall establish Service Level Agreements (SLA) with mission critical or key IT&C infrastructure providers subcontracted by the contractor or directly provided by the contractor. The contractor shall make these available for NSF inspection upon demand. SLAs shall be congruent with USAP IT&C information assurance requirements.

C.6.3.2 Constraints

- a) The contractor shall ensure that Government furnished legacy mission applications transitioned to the contractor remain functional until replaced.
- b) The contractor shall comply with USAP electromagnetic (EM) spectrum management procedures.
- c) The contractor shall comply with the terms/conditions of Memorandum of Agreements (MOA) as amended and extended, which define IT&C service and supplier relationships.
- d) Contractor personnel performing in the capacity of Antarctic station radio operators, emergency response center managers, and similar functions shall use the following professional standards or equivalents:

SECTION C – STATEMENT OF OBJECTIVES

- i) National Fire Protection Association (NFPA) Job Performance Standard 1061, Standard for Professional Qualifications for Public Safety Telecommunicator;
- ii) Association of Public-Safety Communications Officials (APCO) National Public Safety Telecommunicator Safety Training Standard;
- iii) Federal Communication Commission (FCC) Restricted Radiotelephone Operator Permit (radiotelephone operator's restricted certificate) (47CFR13) as appropriate.

C.6.4 INFRASTRUCTURE, OPERATIONS, AND PROFESSIONAL SERVICES

The USAP operates across a wide range of facilities, ranging in complexity from small tents and temporary field structures to world-class laboratories and technologically-advanced stations. The contractor shall be able to support all operational activities and facilities at all USAP operating locations.

C.6.4.1 Requirements

- a) At contract award, the contractor shall ensure uninterrupted operations and support for existing infrastructure.
- b) Over the period of performance the contractor shall enhance the effectiveness and efficiency of USAP operations and infrastructure.
- c) The contractor shall provide process integration for all USAP operations.
- d) The contractor shall plan, manage, and execute all necessary services required to support USAP permanent and temporary facilities, roads, airfields, ports, utilities, fuel systems, and all other infrastructure.
- e) The contractor shall optimize support capabilities, operations and facilities for energy efficiency and reduced environmental impact to the greatest extent practical.
- f) The contractor shall demonstrate flexibility and agility in responding to changing programmatic requirements.
- g) The contractor shall manage, operate, and maintain all USAP facilities, utilities, infrastructure systems, and mechanical/electrical equipment to a service level that will maximize efficiency and life expectancy.
- h) The contractor shall manage, operate, and maintain vehicles, mechanical equipment, and utilities to industry standards and for the Antarctic environment.

SECTION C – STATEMENT OF OBJECTIVES

- i) The contractor shall provide comprehensive meal planning and food services at the three stations and at field camps in Antarctica ensuring a reasonable variety and appropriate nutritional content.
- j) The contractor shall provide and manage housing and berthing for program personnel at all stations, at field camps, and on research vessels.
- k) The contractor shall keep common use living space, bathrooms, administrative offices, and other public areas at all stations in a sanitary condition.
- l) The contractor shall provide and operate site-appropriate social, recreational, and entertainment functions in Antarctica.
- m) The contractor shall provide postal services at McMurdo, South Pole, and the Air Post Office (APO) in Christchurch, NZ.
- n) The contractor shall develop engineering designs as required for new infrastructure or modifications to existing facilities. All engineered designs shall be stamped by a professional engineer and/or architect as appropriate.
- o) Professional Engineers (PEs) in all engineering disciplines shall be available for engineering design and review of all construction, renovations, and facility maintenance requirements.
- p) The contractor may be required to coordinate with other USAP professional and technical service contractors/providers for design and construction.
- q) The contractor shall manage, operate, and maintain all USAP bulk fuel storage and distribution systems.
- r) The contractor shall manage, operate, construct, and maintain USAP facilities to provide for safe and efficient operations.
- s) The contractor shall provide continuous power, water, water treatment, and waste water disposal at all USAP stations.
- t) The contractor shall collect, process, package, and document solid waste generated by the USAP, including hazardous materials, to ensure acceptance for import and disposal at licensed commercial facilities.

SECTION C – STATEMENT OF OBJECTIVES

- u) The contractor shall provide site specific aviation weather observations when required.
- v) The contractor shall plan, design, execute, and manage projects using tools consistent with industry best practices.
- w) The contractor shall be proficient in the procurement, management, and use of hazardous materials in accordance with all applicable regulations.
- x) The contractor shall operate a self-sustaining working capital fund to support retail and club activities throughout the USAP. This working capital fund will include only those costs associated with the point-of-sale operations (e.g. station stores and clubs) and will be segregated from recreational activities and equipment such as physical fitness facilities, outdoor gear issuance, and other NSF-approved activities offered for the morale and well being of deployed Antarctic personnel.

C.6.4.2 Constraints

- a) The contractor shall comply with the International Building Code (IBC) and family of codes for design application, unless specifically waived by NSF.
- b) Postal service support shall be conducted in accordance with the DD Form 1144 Support Agreement dated September 2005 between the NSF and the U.S. Air Force.
- c) American Petroleum Institute (API) guidelines and regulations shall be followed with respect to fuels and major fuel processes and functions. Tanks with capacities less than 50,000 gallons, pipes less than four inches in diameter, and dispensers shall be controlled by the International Code series and the National Fire Protection Association (NFPA) Code series.

C.6.5 TRANSPORTATION AND LOGISTICS

- a) The USAP relies on a transportation system composed of a mix of civilian, military, and international logistical support elements. In the case of operations for Palmer Station, Antarctica, the contractor is responsible for all transportation. However, in the continental Antarctic system which includes McMurdo, South Pole and the majority of deep field operating locations, the USAP uses a mix of civilian and military transportation. The U.S. Coast Guard and foreign countries provide icebreaker escort into McMurdo, U.S. Military Sealift Command provide fuel tankers and cargo ships, the U.S. Air National Guard provide LC-130 aircraft,

SECTION C – STATEMENT OF OBJECTIVES

and the U.S. Air Force provides C-17 strategic airlift to support the program. NSF also contracts for light, on-continent, aircraft and helicopters to support deep field and local activities near the major stations in Antarctica. A fleet of surface vehicles provide local, on-continent, transportation.

- b) The contractor is responsible for coordinating, supporting, and, in some cases, operating the various transportation functions as well as providing logistics support for the entire program.

C.6.5.1 Requirements

- a) At contract award, the contractor shall ensure uninterrupted operations for all transportation and logistics functions.
- b) Over the period of performance, the contractor shall transform transportation and logistics functions into effective and efficient functions supporting the USAP.
- c) The contractor shall provide a fully integrated supply chain that includes both cargo and personnel movement networks (air, land, and sea), using industry standards, where appropriate.
- d) The contractor shall provide in-transit visibility for personnel, materials, and equipment throughout the supply chain and transportation networks.
- e) The contractor shall coordinate the planning for USAP aircraft and vessels.
- f) The contractor shall develop specifications, solicit providers, and arrange the procurement of materials.
- g) The contractor shall provide deployment services to include travel, extreme cold weather clothing, and other required gear to participants traveling to designated USAP sites.
- h) The contractor shall manage cargo staging and loading and unloading for aircraft and ships at all supply chain network nodes.

C.6.5.2 Constraints

- a) The contractor shall comply with the requirements contained in the Federal Travel Regulation and OPP direction.
- b) The contractor shall comply with rules and regulations governing transportation to the requisite ports and airfields as enforced by the Federal and State's Departments of Transportation and the Federal Aviation Administration throughout the USAP.

SECTION C – STATEMENT OF OBJECTIVES

- c) Air transportation of cargo and passenger transportation between Christchurch, NZ and McMurdo Station, Antarctica will be performed by the U.S. Air Force or through cooperative international logistic support as negotiated by the Government. Movement of bulk fuels and cargo to McMurdo Station, Antarctica will be performed by ships chartered through Military Sealift Command and will be provided by the Government. Air transportation of cargo and personnel from McMurdo Station, Antarctica to inland locations (e.g. field camps and South Pole Station) will be provided by the Government.
- d) Light aircraft and helicopter support in Antarctica will be provided by the Government.

SECTION D – PACKAGING AND MARKING

D.1 MARKING

- a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. If electronic media, such as CDs and DVDs, are involved, packaging shall be clearly marked identifying the contents as such and with a warning for protection against exposure to magnetic fields or temperature extremes.
- b) Deliveries to civilian activities: Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation and as updated.
- c) Deliveries to military activities: Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation and as updated.
- d) Additional markings may be specified by the USAP Packaging and Shipping Instructions for any deliveries under this contract if applicable.

D.2 PACKAGING AND PACKING

2.1 DOMESTIC SHIPMENT

Material shall be packaged and packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, National Motor Freight Classification, or regulations of other carriers as applicable to the mode of transportation.

2.2 OVERSEAS SHIPMENT

- a) Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for water or air movement to arrive undamaged at ultimate destination.
- b) Additional packaging and packing may be specified by the USAP Packaging and Shipping Instructions for any deliveries under this contract if applicable.

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at Federal Acquisition Regulation (FAR) "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES-FIXED PRICE ALTERNATE I (JUL 1985)	AUG 1996
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 INSPECTION AND ACCEPTANCE AT DESTINATION

Inspection and Acceptance of the supplies or services to be furnished under this contract shall be made at destination by the Contracting Officer's Technical Representative (COTR) or his designated Government representative. Destination within the continental U.S. would be at U.S. distribution center(s) used by the contractor. Destination outside of the continental U.S. would be at point of departure to the Antarctic, i.e., Christchurch, New Zealand, Punta Arenas, Chile or other location proposed by the contractor.

SECTION F – DELIVERIES AND PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be as follows:

Transition-in	Contract Award – Mar 31, 2010
Base Period	Apr 01, 2010 – Sep 30, 2014
Option 1	Oct 01, 2014 – Sep 30, 2016
Option 2	Oct 01, 2016 – Sep 30, 2018
Option 3	Oct 01, 2018 – Sep 30, 2020
Option 4	Oct 01, 2020 – Mar 31, 2023

F.3 ANNUAL PROGRAM PLAN (APP) AND OUT YEAR PROJECTIONS

- a) Work under this contract shall be performed in accordance with an APP developed by the contractor in consultation with NSF. Following discussions with the contractor, the Annual Program Plan shall be approved in writing by the CO by modification to the contract.
- b) Each APP shall be prepared and submitted according to a Work Breakdown Structure (WBS) format (as approved by NSF), funding levels, guidelines and other formats specified in accordance with this contract and in writing by NSF. The contractor shall also provide supporting documentation as required.

SECTION F – DELIVERIES AND PERFORMANCE

c) Annual Program Plan periods are as follows:

APP Period No.	Begins	Ends
One	April 1, 2010	September 30, 2010
Two	October 1, 2010	September 30, 2011
Three	October 1, 2011	September 30, 2012
Four	October 1, 2012	September 30, 2013
Five	October 1, 2013	September 30, 2014
Six*	October 1, 2014	September 30, 2015
Seven*	October 1, 2015	September 30, 2016
Eight*	October 1, 2016	September 30, 2017
Nine*	October 1, 2017	September 30, 2018
Ten*	October 1, 2018	September 30, 2019
Eleven*	October 1, 2019	September 30, 2020
Twelve*	October 1, 2020	September 30, 2021
Thirteen*	October 1, 2021	September 30, 2022
Fourteen*	October 1, 2022	March 31, 2023

*If the applicable option period is exercised.

d) Annual Program Plan Development

- (1) The APP shall cover the periods identified and shall address, but not be limited to, the following topics:
 - Staffing and organizational plans
 - Program goals
 - Estimated Costs
 - Major field and project support activities
- (2) Activities within the APP will be separated between operations and maintenance activities and project support, so that incremental support associated with projects can be easily separated from base operations and maintenance support requirements.
- (3) Lifecycle support needs for operations and maintenance functions will also be submitted as a separate cost category in the APP. It is anticipated that lifecycle needs will be funded on a periodic basis in accordance with priorities identified in the APP.
- (4) Changes to the APP proposed by the contractor shall be described in consecutively numbered submissions in each APP period, and submitted to the CO for approval prior to their implementation. NSF approval for changes will be by modification to the contract signed by the CO.

SECTION F – DELIVERIES AND PERFORMANCE

- (5) The contractor may redistribute funds among the approved Work Breakdown Structure (WBS) at a level and within guidelines to be determined by the CO and COTR. Such fund redistributions shall be reported in the Monthly Financial Report (F.4.1).
- (6) NSF reserves the right to unilaterally modify the APP.
- (7) The APP shall include budget information for the current year and projections for the next four (4) years. The APP shall contain current and projected commitments.
- (8) In early July of each year, the contractor and NSF shall begin developing an APP for the subsequent Federal Government fiscal year (for example, development for the fiscal year 2011 program plan begins in July 2010). The APP, prepared by the contractor after initial discussions with NSF are complete, shall consist of: a program cost schedule and narrative volume, and a staffing schedule and narrative volume. These volumes shall detail the contractor's staffing and work plans for the subject fiscal year according to budgeting assumptions and program priorities that are provided to the contractor by NSF, and explain how the contractor will complete each programmed task within the budget target for the task.
- (9) The final draft version of the APP volumes for the upcoming fiscal year shall be delivered to NSF no later than 31 July of each year (with the exception of the APP for period 1). Negotiations and revisions will follow, with the contractor submitting a final APP by 15 September of each year. NSF will normally approve an APP by 30 September of each year and will formalize the approval by modification to the contract.
- (10) The APP for October 1st, 2009 through March 31st, 2010 will be executed by the incumbent contractor. The APP for period 1 for April 1st, 2010 through September 30th, 2010 will be prepared by the successful offeror during the transition-in period.

F.4 FINANCIAL REPORTING

4.1 MONTHLY FINANCIAL REPORT

This report shall provide budget and financial information for each area of the contractor's WBS that is detailed in the APP and agreed to by NSF and the contractor.

4.2 RESERVED

4.3 QUARTERLY EXPENSE REPORT

- a) Quarterly Expense Report are due no later than the tenth day after the month preceding the quarter end (January 10, April 10, July 10, October 10). If the due

SECTION F – DELIVERIES AND PERFORMANCE

date falls on a Sunday or legal Federal Holiday, the report will be submitted by the following business day. If the due date falls on a Saturday, the report will be submitted by the preceding business day.

- b) Detailed information should be provided by approved Program/Project and should include:
- Total Contract Amount
 - Funds Obligated
 - Funds Expended
 - The Quarterly Expense Report should provide cumulative, year-to-date and quarterly activity.
 - Funding received by means other than from NSF should be explained in detail.
 - Quarterly Expense Reports should include reconciliation between expenditures used to purchase capitalized property and quarterly property reports.
 - Exceptions such as Gained By Inventory (GBI), etc. should be noted since these will not be included as activity in the Quarterly Expense Reports.

F.5 QUARTERLY TECHNICAL REPORT

a) The contractor shall prepare and furnish copies of a quarterly technical report detailing the preceding contract quarter (i.e., October through December, January through March, etc.) and shall include the following:

- (1) The contractor's success in meeting or exceeding the performance goals or metrics defined in the contract, and other performance measurements that may be required by the APP or in other correspondence from the CO (including data required by this contract, the APP, or other document to support the contractor's performance claims);
- (2) Status of all major events and activities identified in this contract, the APP, and other correspondence from the CO;
- (3) Summary of all work performed during the reporting period, including problems encountered, future plans and actions required of the Government;
- (4) A financial report summary of the past three monthly financial reports required by F.4.1. This report shall provide budget and financial information for each area of the contractor's Work Breakdown Structure that is detailed in the APP and agreed to by NSF and the contractor.

b) In addition, each report will include a summary of all NSF approved changes to the APP since the beginning of the fiscal year and detail any reprogramming of funds that have occurred since the beginning of the fiscal year, either as performed under contractor's authority or as directed by NSF.

F.6 PROPERTY REPORTING

SECTION F – DELIVERIES AND PERFORMANCE

a) Definitions:

- (1) "Accountable property" means any item of property acquired by capital lease, or with an acquisition cost of \$5,000 or greater with a useful life of two years or more.
- (2) "Acquisition cost for other than software" means the sum of costs for design, labor, materials, transportation, and related indirect or overhead expenses (including the capitalized cost of any expansions, extensions, conversions, additions, alterations and improvements to property) as calculated in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 6, "Accounting for Property, Plant, and Equipment." Consistent with SFFAS No. 6, expansions, extensions, conversions, additions, alterations and improvements to property shall be capitalized.
- (3) "Acquisition cost for software" acquisition cost shall be calculated in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 10, "Accounting for Internal Use Software" by using the "National Science Foundation Software Property Asset Cost Worksheet."
- (4) "Acquisition date" means the Federal Government Fiscal Year that an item of property was accepted for use by the original contracting activity (either Government or commercial).
- (5) "Assignable lease" means leases of property that are not otherwise considered capital leases that reserve the rights of NSF, the contractor, or subcontractor at any tier to unilaterally assign the lease to another organization selected by NSF.
- (6) "Business Narratives" means a thorough, well-written document on the business processes as outlined in OMB Circular A-123. The narratives should provide sufficient depth and should be presented in narrative form. Flowcharts may be included for visual presentation. They reflect an understanding, from beginning to end, of the underlying processes and document involved in each major transaction cycle.
- (7) "Capital lease" means leases of property with minimum lease payments of \$5,000 or greater, the leased property has a useful life of two years or greater, the minimum lease payment is being reimbursed to the contractor as a direct cost, and the lease substantially transfers all the benefits and risks of ownership to NSF. Leases that meet one or more of the following criteria shall be considered to substantially transfer all the benefits and risks of ownership to NSF.
 - (a) The lease transfers ownership of the property to the contractor at the end of the lease term.

SECTION F – DELIVERIES AND PERFORMANCE

- (b) The lease contains an option for the contractor to purchase or otherwise acquire the property at a bargain price.
- (8) "Capital equipment" means any item of property acquired by capital lease with a minimum lease payment of \$25,000 or greater or with an acquisition cost of \$25,000 or greater, and a useful life of two years or more.
- (9) "Commercial Off-the-Shelf (COTS) Software" means software that is purchased (including licensed software) from a vendor and is ready for use with little or no change, for which the purchase price is being reimbursed to the contractor as a direct cost.
- (10) "Contractor-Developed Software" means software that a Federal entity is paying a contractor as a direct cost to design, program, install, and implement, including new software and the modification of existing or purchased software.
- (11) "Construction-in-Progress" means real property that is being constructed, but has not been accepted by NSF or is not otherwise ready for use.
- (12) "Deferred maintenance" for facilities in Antarctica means maintenance that, if not performed, would result in the facility becoming inoperative or unsuitable for use. This definition is also referenced in the A-123 narrative for USAP plant, property & equipment.
- (13) "Equipment" means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. (See FAR 45.101)
- (14) "Excess personal property" means personal property that no longer meets Agency needs, as determined by the agency head or designee, but has not yet been demolished or disposed of. In the case of NSF owned property, this property should be included on the deferred maintenance list and categorized as 'non-functional'. (GSA Federal Management Regulation, Subchapter B – Personal Property, Section 102-36.40).
- (15) "Freight Cost Model" means the model used within the USAP to reflect the cost of freight to the final Antarctic location of a purchased or transferred asset. A separate model for the USAP has been developed due to the fact that the transportation system uses a combination of both commercial and military transportation.
- (16) "Gain-By-Inventory" means property acquired by the NSF due to abandonment or transfer from Federal Agencies previously managing USAP. These properties were not transferred via the official Government document (SF-122) and were classified as NSF owned property as a result of the annual inventory process.

SECTION F – DELIVERIES AND PERFORMANCE

- (17) "Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. (See FAR 45.101)
- (18) "Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and contractor-acquired property. (See FAR 45.101)
- (19) "Half-year convention" means a method of calculation that recognizes a half-year of depreciation for the year a property item is available for use as determined by its acquisition date, and the year following the end of its useful life.
- (20) "In-service date" means the month and year that NSF received title to an item of property.
- (21) "Leasehold Improvements (LHI)" means an improvement of a leased asset that increases the asset's value. The expense of a leasehold improvement is carried as an asset that declines in value over time, as the value is depreciated over the life of the lease or the improvement, which ever is shorter.
- (22) "Maintenance" means the act of keeping property in acceptable condition. It includes normal repairs, replacement of parts and structural components needed to preserve the property so that it continues to provide acceptable services and achieves its expected life. Maintenance excludes activities aimed at expanding the capability of property or otherwise upgrading it to serve needs different from, or significantly greater than, those originally intended.
- (23) "Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment. (See FAR 45.101)
- (24) "Minimum lease payment" means the sum of all payments required for the right to use property for a stated period. This includes but is not limited to:
- a. The minimum rent required during the lease term.
 - b. Any payment(s) or guarantee(s) required at the end of the lease term, including: (i) any amount stated to purchase the leased property; (ii) any amount stated to make up any deficiency from a specified minimum; and (iii) any amount payable for failure to renew or extend the lease at the expiration of the lease term.
- (25) "Net Gain or Loss" means the difference between the net book value and the amount realized on disposal, retirement, sale, exchange or donation of any particular item of property.

SECTION F – DELIVERIES AND PERFORMANCE

- (26) "Non-accountable property" means any item of property with an acquisition cost of less than \$5,000 that has not been determined to be sensitive.
- (27) "Plant equipment" means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment. (See FAR 45.101)
- (28) "Property" means all tangible property, both real and personal. (See FAR 45.101)
- (29) "Property Reports" means reports supplied to the NSF on a quarterly basis to support the values posted in NSF's general ledger. These reports should be substantiated by the contractor's financial accounting system and supporting documentation (e.g. Purchase Orders, shipping invoices, checks, etc).
- (30) "Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment. (See FAR 45.101)
- (31) "Sensitive Property" means property with acquisition cost under \$5,000 that is susceptible to theft, has a potential resale value on the open market, and/or is mission critical.
- (32) "Software" means the application and operating system programs, procedures, rules, and any associated documentation pertaining to the operation of a computer system or program. "Internal use software" means software that is purchased from commercial vendors "off-the-shelf," internally developed, or contractor-developed solely to meet the entity's internal or operational needs. Normally software is an integral part of an overall system(s) having interrelationships between software, hardware, personnel, procedures, controls, and data. For further guidance refer to Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 10, "Accounting for Internal Use Software".
- (33) "Valuation and Validation" means appraising or estimating the worth of something having economic or monetary value and to attest or confirm the accuracy and propriety of a financial item.
- (34) "Work-In-Process" means products that are in the process of being manufactured or fabricated but are not yet complete. Work in process consists of the costs of direct materials, direct labor, direct purchased services, and indirect costs, including general and administrative and overhead costs. Costs coded as work in process should not be depreciated.

SECTION F – DELIVERIES AND PERFORMANCE

b) Equipment:

(1) General

(a) The contractor shall submit the following reports to NSF for all equipment identified as Government property in the custody of the contractor (including equipment assigned to subcontractors and grantees), and classified as either accountable property or capital equipment.

(b) A complete cumulative inventory of equipment as of the required submission date that also separately presents newly acquired, gain-by-inventory (GBI), transferred equipment under capital lease and disposed equipment for the reporting period.

(c) Property reports for Accountable Property, and Capital Equipment should be provided quarterly no later than the tenth day after the month proceeding quarter end (i.e., January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

(d) Lease information for equipment should be submitted with quarterly property reports, if applicable.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number
 - If part of a system is not tagged individually, the part should be properly linked to the system.
- Contractor Accounting System Number
- Description
- Manufacturer/Make/Model
- Manufacturer's Serial Number
- Purchase Order/Subcontract No., Government Transfer Order No. or added by physical inventory (GBI)
- Indicate if GBI or through Government Transfer Order or from Work-In-Process (WIP)
- Location
- Acquisition Date
- Useful Life
- Acquisition Cost
 - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Minimum Lease Payment (if applicable)
- Lease Term (if applicable)
- Lease Payment Period (if applicable)
- Non-Commercial Freight Costs

SECTION F – DELIVERIES AND PERFORMANCE

- Weight/Square Footage (only if used to determine non-commercial freight costs)
- General & Administrative (G&A) and Overhead (OH) Costs
- Fiscal Year Beginning and Ending Balance
- Quarterly and Annual Depreciation Expense
- Accumulated Depreciation
- Net Book Value
- Amount realized on disposal, retirement, sale, exchange, or donation (excluding assignable leases)
- Net gain or loss (excluding assignable leases).

(3) Property reports should separately present the following:

- Previously Acquired Property
- Transferred-In Property
 - If transferred from a Federal Agency, Agency Name should be provided
 - Information on useful life should be substantiated either by internal experts (if standard useful life information is not available) or the transferring agency.
- Property Transferred from WIP should be separately noted and reconciled to ending WIP balance.
- Purchased Property
- Disposals
- Gain-By-Inventory
- Equipment under capital lease
- Gains and losses
- Explanation for prior period adjustments.
- Freight Cost Model should be included with quarterly submissions.
- Approvals from NSF to transfer and/or dispose of property should be submitted with quarterly reports.
- A download of the contractor's accounting system should be provided with quarterly property reports in order to reconcile WIP and Capital Equipment purchases.
- A sheet-to-floor and floor-to-sheet inventory should be completed at least once a year for Capital Equipment (to include furniture), WIP, and results submitted with the subsequent quarterly property report submission. For purposes of the inventory it is assumed that transfers-in and GBI are implied under Capital Equipment.
- Deferred Maintenance reports should be provided for Capital Equipment with quarterly property reports.
 - Reports should include information required under SFFAS # 14 – “Amendments to Deferred Maintenance Reporting” and any subsequent updates to the standard.

(4) Equipment that is considered sensitive and valued at less than \$5,000 may be included in this inventory as a means of control.

SECTION F – DELIVERIES AND PERFORMANCE

(5) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be established in accordance with Internal Revenue Service Depreciation Guidelines. For certain specialized equipment the IRS tables may not be applicable. In these situations, special depreciation schedules will be mutually developed between the contractor and NSF. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.

(6) A listing of accountable properties is to be provided as a separate report.

c) Real Property:

(1) General

(a) The contractor shall submit the following reports to NSF for all real property identified as Government property in the custody of the contractor (including real property assigned to subcontractors and grantees).

(b) A complete cumulative inventory of real property as of the required submission date that also separately presents gain-by-inventory (GBI), transferred from Construction-in-Progress (CIP), demolished real property, and real property deemed as excess real property for the reporting period.

(c) Property reports for real property should be provided quarterly no later than the tenth day after the month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

(d) Lease information on real property should be submitted with quarterly property reports, if applicable.

(e) If any NSF funds are used to pay the rent at any buildings used by USAP contractors, a monthly report explaining if they are operating or capital leases and who is the lessee on these buildings must be listed.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number
 - If part of a system is not tagged individually, it should be ensured that the part is properly linked to system.
- Contractor Accounting System Number
- Description/Function of the Property
- Previous Tracking Number in Construction-In-Progress (CIP). (This is to cross-walk and identify items when they were in CIP to the transferred state as real property).

SECTION F – DELIVERIES AND PERFORMANCE

- Indicate if GBI or from CIP
 - Location
 - In Service Date or Approved Conditional Occupancy Date
 - Useful Life
 - Gross Square Footage or Acreage
 - Acquisition Cost
 - Should include all costs needed to bring property to its intended use as described in SFFAS # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
 - Minimum Lease Payment (if applicable)
 - Lease Term (if applicable)
 - Lease Payment Period (if applicable)
 - Fiscal Year Beginning and Ending Balance
 - Quarterly and Annual Depreciation Expense
 - Accumulated Depreciation
 - Net Book Value
 - Amount realized on disposal, retirement, sale, exchange, or donation (excluding assignable leases)
 - Net gain or loss (excluding assignable leases).
- (3) Property reports should separately present the following:
- Previously Acquired Property
 - Transferred-In Property
 - If transferred from a Federal Agency, Agency Name should be provided
 - Information on useful life should be substantiated either by internal experts (if standard useful life information is not available) or the transferring agency
 - Property Transferred from CIP should be separately noted and reconciled to ending CIP balance
 - Purchased Property
 - Disposals
 - Gain-By-Inventory
 - Operating or Capital Leases on Real Property
 - Gains and losses
 - Explanation for prior period adjustments
 - Approvals from NSF to transfer and/or demolish of real property should be submitted with quarterly reports.
 - A download of the contractor’s accounting system should be provided with quarterly property reports in order to reconcile CIP and Real Property.
 - A sheet-to-floor and floor-to-sheet inventory should be completed at least once a year for Real Property (to include fixtures), CIP, and results submitted with the subsequent quarterly property report submission.
 - Deferred Maintenance reports should be provided for Real Property with quarterly property reports.

SECTION F – DELIVERIES AND PERFORMANCE

- Reports should include information required under SFFAS # 14 – “Amendments to Deferred Maintenance Reporting” and any subsequent updates to the standard.

(4) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be 39 years for Real Property. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.

d) Construction-in-Progress:

(1) General

- (a) The contractor shall submit the following reports to the NSF for all CIP identified as Government property in the custody of the contractor (including CIP property assigned to subcontractors and grantees).
- (b) A complete cumulative inventory of CIP as of the required submission date.
- (c) Property reports for CIP should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.
- (d) All Leasehold Improvements in construction must be presented in this report.

(2) These reports shall be presented with the following data elements, at the minimum:

- Contractor Accounting System Number
- Description/Function of the Property
- Location
- Weight of the components used in CIP. (This is for the freight cost compilation to arrive at the total cost per SFFAS # 6 – “Accounting for Property, Plant, and Equipment”.)
- Acquisition Cost to Date (material cost to be calculated at the time materials are acquired and/or identified for use in the project)
 - Should include all costs needed to bring property to its intended use as described in SFFAS # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Fiscal Year Beginning and Ending Balance

e) Work-in-Process (WIP):

SECTION F – DELIVERIES AND PERFORMANCE

(1) General

(a) The contractor shall report all WIP identified as Government property in the custody of the contractor (including WIP property assigned to subcontractors and grantees).

(b) The contractor shall report a complete cumulative inventory of WIP as of the required submission date.

(c) Property reports for WIP should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

HOWEVER, the above identified reporting guidelines in this clause are subject to published changes in Federal Accounting Guidance, such as SFFASs, which may, in turn, modify deliverables or reporting deadlines. Therefore, the contractor shall accordingly adjust its reporting requirements under this clause to comply with the most current Federal Accounting Guidance to allow NSF to meet its obligations under the same Federal Accounting Guidance.

(2) These reports shall be presented with the following data elements, at the minimum:

- Contractor Accounting System Number
- Description/Function of the Property
- Location
- Weight of the components used in WIP. (This is for the freight cost compilation to arrive at the total cost per SFFAS # 6 – “Accounting for Property, Plant, and Equipment”).
- Acquisition Cost to Date (material cost to be calculated at the time materials are acquired and/or identified for use in the project)
 - Should include all costs needed to bring property to its intended use as described in SFFAS # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Fiscal Year Beginning and Ending Balance

f) Leasehold Improvement (LHI):

(1) General

(a) The contractor shall report all LHI identified as Government property in the custody of the contractor (including any LHI attached to any leased property assigned to subcontractors and grantees).

(b) The contractor shall report a complete cumulative inventory of LHI as of the required submission date.

SECTION F – DELIVERIES AND PERFORMANCE

(c) Property reports for LHI should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number of leased property that the LHI is related to.
- Contractor Accounting System Number
- Description
- Purchase Order/Subcontract No.
- Location
- Acquisition Date
- Life of the Lease
- Remaining years of the lease at LHI in service acquisition date
- Acquisition Cost
 - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Non-Commercial Freight Costs
- Weight/Square Footage (only if used to determine non-commercial freight costs)
- General & Administrative (G&A) and Overhead (OH) Costs
- Fiscal Year Beginning and Ending Balance
- Quarterly and Annual Depreciation Expense
- Accumulated Depreciation
- Net Book Value
- Approvals from NSF to transfer from CIP should be submitted with quarterly reports.
- A download of the contractor’s accounting system should be provided with quarterly property reports in order to reconcile CIP and LHI.
- All audit requests should be adhered to in a timely manner should be included.

(3) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be based on the remaining life of the lease to which the leasehold improvement is related. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.

g) Business Process Narrative documents should be provided to explain reporting process:

- Documents should be reviewed and updated yearly to ensure that all documents reflect current processes.
- At a minimum separate documents should be created and maintained to explain the following processes:

SECTION F – DELIVERIES AND PERFORMANCE

- Deferred Maintenance valuation and reporting
- Compilation of Freight Cost Model
- Labor tracking and application to property
- Application of General and Administrative (G&A) and Overhead (OH) costs to property.
- Determination of useful lives and computation of depreciation
- Property Tracking Systems
 - How they are updated
 - Integration with NSF's and/or contractors other Financial Systems.
- Inventory Process
- NSF Approval Process
 - Disposals
 - Acquisitions
 - Transfers from Other
 - Transfers for CIP, WIP, LHI, etc.

h) The contractor shall submit electronic annual reports on real property using the Federal Real Property Profile (FRPP) system, operated by the General Services Administration. The deadline for this submission varies on an annual basis, but is generally during the month of December.

i) The contractor shall submit information regarding motor vehicle operations using the Federal Automotive Statistical Tool (FAST), operated by the General Services Administration. The deadline for this submission varies on an annual basis, but is generally during the month of December.

j) The contractor shall maintain electronic copies of all documentation associated with the transaction cycle for all capital equipment and real property. Data captured should be sufficient for audit purposes. The contractor may be asked to provide automated transfers of this information into an NSF property management system.

F.7 SCHEDULE OF CONTRACT DELIVERABLES

a) The following table identifies deliverables. Supplemental information on certain deliverables may be provided elsewhere in the contract. For example, Section F contains supplemental information to many reports as indicated above, i.e., Property Report information is located at F.6). Other deliverables may be required as developed by the APP and/or modification to the contract. Format for deliverables shall be developed by the contractor and approved by NSF. All deliverables will be Government property.

b) Originals, hard copies, and soft copies are designated in the table. All reports, publications, and documents submitted to the NSF in an electronic (soft copy) format shall be suitable for search and retrieval through electronic document management systems. Number of copies designated as "TBD" or "As applicable" shall be determined at a later date; however, there is a minimum requirement of at least one soft copy for all deliverables.

SECTION F – DELIVERIES AND PERFORMANCE

c) Submit originals, hard and/or soft copies to the following addressee(s) as designated in the table:

1. CO: National Science Foundation
Division of Acquisition and Cooperative Agreements (DACs)
4201 Wilson Boulevard, Room 475
Arlington, VA 22230
ATTN: CO

2. COTR: National Science Foundation
Office of Polar Programs (OPP)/Division of Antarctic Infrastructure & Logistics (AIL)
Attn: COTR
4201 Wilson Boulevard, Suite 700
Arlington, VA 22230

3. DFM: National Science Foundation
Division of Financial Management (DFM)
Accounting Operations Branch
4201 Wilson Boulevard, II-605
Arlington, VA 22230
ATTN: Branch Chief

4. DAS: National Science Foundation
Division of Administrative Services (DAS)
4201 Wilson Boulevard, Room 295
Arlington, VA 22230
ATTN: Property Administrator

SCHEDULE OF CONTRACT DELIVERABLES					
Section F Item #	PWS cross-reference (to be completed by the contractor)	Deliverable	Description	Due Date	Addressee and Number/type of copies
001		GFP/GFE less than \$5,000	Listing of GFP and GFE valued less than \$5,000 shall be developed during the transition in period by the incumbent contractor and ASC contractor.	3/10/2010	CO=1 hard & 1soft COTR=1 soft DAS=1 soft DFM=1 soft
002		Annual Program Plan (APP) - For APP Period 1 (Apr 1, 2010 through Sep 30, 2010).	A draft APP will be submitted during the transition-in no later than Jan 31, 2010. Negotiations and revisions will follow, with the contractor submitting a final APP by Mar 15, 2010. NSF will approve the APP by Mar 31, 2010.	1/31/2010 & 3/15/2010	CO= 1 orig hard &1 soft COTR=1 hard & 5 soft

SECTION F – DELIVERIES AND PERFORMANCE

003		Annual Program Plan (APP) – For APP Periods 2 -14 as applicable.	Except as stated above, the draft APP for the upcoming fiscal year will be delivered to NSF no later than 31 July of each year. Negotiations and revisions will follow, with the contractor submitting a final APP by 15 September. NSF will normally approve the APP by 30 September.	7/31 & 9/15 of each year	CO=1 orig hard & 1 soft COTR=1 hard & 5 soft
004		Antarctic Treaty Information Report	By April 10th of each year the contractor will prepare draft sections of the annual Antarctic Treaty Report based on the operational and administrative records maintained by the contractor at NSF direction and also compile the information prescribed under Articles III and VII(5) of the Antarctic Treaty. http://www.nsf.gov/od/opp/antarct/treaty/tocplans0607.jsp	4/10 of each year	COTR=2 soft
005		Antarctic Treaty Station Communications Information	USAP Telecommunications Information for International Antarctic Program Coordination. http://www.nsf.gov/od/opp/antarct/treaty/pdf/plans0607/attach_a_07.pdf	9/10 of each year	COTR=2 soft
006		Management, Standard Operating Procedures & Preventive Maintenance (PM) Manuals	The contractor will prepare Management, Standard Operating Procedures, and PM manuals as provided for in the PWS and submit these manuals to NSF for review and approval. NSF and the contractor will jointly determine the framework, primary content and development phases of the manuals. The contractor will prepare written policies and procedures for the management and operation of McMurdo, South Pole, and Palmer Stations; major and minor field camps; the research vessels; and the gateway facility in Christchurch, New Zealand. NSF and the contractor will meet periodically to review progress. After acceptance by NSF, the manuals will be reviewed annually by the contractor and as necessary, updated or revised to ensure accuracy.	Initial manuals due within 24 months of contract award; Updates annually thereafter on Oct 10th	COTR=2 soft

SECTION F – DELIVERIES AND PERFORMANCE

			Updates/revisions will be submitted to NSF for review and approval before being incorporated. Manuals describing the management, operation and maintenance of Antarctic stations will be required.		
007		Master Permit	An existing master permit covering all waste management activities in Antarctica is transferable to the contractor with NSF's consent. The contractor will obtain the master permit, and is responsible for meeting all permit conditions, including submission of the "Annual Report for the USAP Master Permit." The report will be prepared pursuant to NSF Waste Regulations at 45 CFR Part 671.	Annually on Oct 10 th	COTR=2 soft
008		Incident Reporting	The contractor will provide reports to the NSF of any significant events that take place in the USAP. The reporting and response time for incident reporting will vary based on the severity of the situation. Examples of "significant events" include but are not limited to: fire, fuel spills, medical emergencies, information security or privacy breach, aircraft mishaps and events, vessel mishaps and events, significant injuries or fatalities, occupational disease, public health incidents, property loss or damage in excess of \$5,000, Antarctic Conservation Act violations, and failures of critical station equipment with impact to operations. The contractor will provide a reporting and incident notification protocol for review and approval by NSF within 3 months after contract award.	As applicable	This is incident specific.
009		Publications	The contractor will prepare, print, and update several quality handbooks which are primary USAP references. The handbooks include the USAP Participant Guide, Field Manual and Science Support Summary.	As applicable	COTR or as assigned=As applicable

SECTION F – DELIVERIES AND PERFORMANCE

			Brochures include the USAP Brochure. The first two are revised as needed while the third and fourth are annual publications. NSF may also request the preparation and printing of other booklets and brochures appropriate for public dissemination.		
010		Internal Media Plan	The contractor will be responsible for "internal" media services as approved by NSF. These may include publication of an on-line USAP newspaper, the Antarctic Sun Times; creation of informational videos, brochures and guide books, and press releases.	As applicable	COTR=As applicable
011		Project Planning Records	The contractor will maintain a database of engineering project planning that exists in the varying stages of the systems engineering life cycle, to include: proposal, feasibility, pre-definition, definition, capital planning, implementation, and test/acceptance. The contractor will use a standard and consistent format for all engineering plans. The contractor will make this information available to NSF as required and in formats suitable to NSF.	As applicable	COTR=As applicable
012		Drawings	Produce as-built drawings that accurately reflect new construction as well as renovations or modifications to existing buildings. The contractor will maintain current plans for all NSF-owned facilities and will furnish copies to the Government in either electronic or hardcopy format on request.	As applicable	COTR=As applicable
013		Monthly Operations Report	The contractor will produce a monthly report summarizing operational activities at McMurdo, Palmer, and South Pole Stations.	10 th of every month	CO=1 hard & 1 soft COTR=10 soft
014		Monthly Financial Report	This report will provide budget and financial information for each area of the contractor's WBS structure that is detailed in the APP and agreed to by NSF	10 th of every month	CO=1 hard & 1 soft COTR=10 soft DFM=1 soft

SECTION F – DELIVERIES AND PERFORMANCE

			and the contractor.		
015		Quarterly Technical Reports	The contractor shall prepare and furnish copies of a quarterly technical report detailing for the preceding contract quarter (i.e., October through December, January through March, etc.) to include the following: (1)The contractor's success in meeting or exceeding the performance goals defined in the contract, and other performance measurements that may be required by the APP or in other correspondence from the CO (including data required by this contract, the APP, or other document to support the contractor's performance claims); (2) Status of all major events and activities identified in this contract, the APP, and other correspondence from the CO; (3) Summary of all work performed during the reporting period, including problems encountered, future plans and actions required of the Government; (4) A financial summary of the past three monthly financial reports required by F.4.1. This report shall provide budget and financial information for each area of the contractor's Work Breakdown Structure that is detailed in the APP and agreed to by NSF and the contractor. In addition, each report will include a summary of all NSF approved changes to the APP since the beginning of the fiscal year and detail any reprogramming of funds that have occurred since the beginning of the fiscal year, either as performed under contractor's authority or as directed by NSF .	Quarterly on Jan 10 th , April 10 th , July 10 th , & Oct 10 th	CO=1 hard & 1 soft COTR=1 hard & 10 soft
016		Annual report for the USAP master permit	Pursuant to the NSF Waste Regulations, the contractor will submit an "Annual Report for the USAP Master Permit."	Annually on Oct 10 th	COTR=2 soft
017		Annual report of the status of health care	The contractor will provide an annual report on the status and provision of medical services	Annually on Oct 10 th	COTR=2 soft

SECTION F – DELIVERIES AND PERFORMANCE

		in Antarctica	and health care in the USAP.		
018		Weekly Station Reports	Format and content will be determined during the transition-period unless otherwise specified.	Friday of every week starting 4/30/2010	COTR=2 soft
019		Spill Prevention Control and Counter-measure (SPCC) Plans	The contractor will provide SPCC plans which adequately address conditions at all USAP locations.	Annually on Oct 10 th	CO=1 soft COTR=2 soft
020		Ruling for applicable state tax	The contractor will provide a ruling for applicable state tax authority for tax exemptions applicable to contract purchases.	30 days after contract award	CO=1 hard & 1 soft COTR=1 soft DFM=1 soft
021		Agreements granting access to confidential or proprietary information	The contractor will provide reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the contractor with such information or data.	Annually on Oct 10 th	CO= COTR
022		Associate Contractor Agreements	The contractor will provide all Associate Contractor Agreements (ACA) for review before execution of the document by the cooperating associate contractors.	3 months after contract award and thereafter IAW Section H.16	CO=1 original hard & 1 soft COTR=1 soft
023		Insurance Certifications or Written Statement indicating compliance with insurance coverage(s) as listed in H.18.b).	The contractor will provide a certificate or written statement of the required insurance as identified in Section H.18.b.	Prior to start of the contract	CO=1 hard & 1 soft
024		Redacted Copies of Contract	Redacted copies of the contract shall be suitable for release by the Government under Freedom of Information Act (FOIA) and shall be submitted in a Section 508 compliant PDF document.	10 days after contract award	CO=1 hard & 1 soft
025		Annual Security Awareness Training Report for the USAP	The contractor will provide out-processing procedures that ensure accomplishment of the actions identified in Section H.29.	Annually on Oct 10 th	COTR=2 soft
026		List of all personnel	The contractor will provide a list of all personnel positions subject	30 days after contract award	CO=1 hard & 1 soft

SECTION F – DELIVERIES AND PERFORMANCE

		positions subject to security screening	to security screening.		
027		Property Report	IAW F.6 and other contract requirements.	Quarterly On Jan 10 th , Apr 10 th , Jul 10 th , & Oct 10 th	CO=1 hard & 1 soft COTR=1 soft DFM=1 soft DAS=1 soft
028		Quarterly Expense Report	IAW F.4.3 and other contract requirements.	Quarterly on Jan 10 th , April 10 th , July 10 th , & Oct 10 th	CO=1 hard & 1 soft COTR=10 soft DFM=1 soft
029		Reserved			
030		Federal Real Property Profile (FRPP)	The contractor will use the Federal Real Property Profile (FRPP) electronic data system to submit annual electronic reports of all Government-owned real property.	Annually on Oct 10 th	n/a
031		Federal Automotive Statistical Tool (FAST)	The contractor will use the Federal Automotive Statistical Tool (FAST) to submit reports of motor vehicle usage.	Annually on Oct 10 th	n/a
032 Best Practices in IT Service Management		a. IT&C Systems Engineering Maturity Evaluation	CMMI maturity assessment Contractor Systems Engineering Management Process Report - Benchmarking Results of Contractor Process Maturity against CMMI v1.2 or following.	180 days after contract award, thereafter every third Oct 10 th	COTR=2 soft
		b. IT Service Management Maturity Evaluation	ITIL v2 (or later) Process Maturity Framework and CobIT (v4 or later) Governance Maturity Model assessments of Contractor's IT service management and governance processes (at contract award, and every 3 years); inclusive of Validation/verification of credentials of organization used for maturity assessments.	180 days after contract award, thereafter every third Oct 10	COTR=2 soft
		c. IT Service Management Process	Contractor's IT Services Management procedures, with annual updates as warranted by the Contractor's change management process.	90 days after contract award, thereafter every Oct 10 annually or as required	COTR=2 soft
		d. IT&C Service Catalog	Service Catalog used to define specific IT&C technical and professional services provided to the USAP participant community, to include quality metrics. Describes the customer service interface (process, principles, guidelines, commitments, and related) for the delivery and management of	30 days after contract award for final negotiations with NSF	COTR=2 soft

SECTION F – DELIVERIES AND PERFORMANCE

			Service Catalog technical services and Service Level Agreements used to manage USAP program customers.		
		e. Enterprise Architecture Documentation	Enterprise Architecture documentation, reflecting actual architecture produced and sustained.	Annually on Oct 10 th	COTR=2 soft
		f. Enterprise Architecture Management Plan	Process used by the contractor to develop and sustain the Enterprise Architecture.	90 days after contract award, updates as required	COTR=2 soft
		g. Enterprise Architecture Technical Standards	Technical & architectural standards that are used in governance of the IT&C program.	180 days after contract award, updates as required	COTR=2 soft
033 Technology Management and Refresh		a. Lifecycle Management Plan	Systems lifecycle management plan for all systems supporting mission essential/critical activities; incorporates scope for Enterprise IT&C Technology Refresh Plan.	180 days after contract award, updates as required	COTR=2 soft
		b. Operational Performance Metrics	Summary reports presenting operational performance data, derived from the Contractor's Service Support and Service Delivery processes, for select IT&C infrastructure and services; scope and format to be negotiated with the Government.	30 days after contract award for negotiations with NSF; monthly updates beginning at 210 days after contract award	COTR=2 soft
		c. Technology Trends Assessment	Technology Trends Assessments - evaluation of market-place developments in key technologies that are used in significant USAP IT&C systems or have potential for significant impact and development of recommended courses of action for IT&C strategic and tactical planning.	Annually on Oct 10 th	COTR=2 soft
		d. CONUS IT&C Test and Evaluation Process	Continental United States (CONUS) test/development/IVV infrastructure, i.e (1) Description of capabilities, and (2) Description of how the capabilities are integrated into the contractor's services framework, along with a case study as a concrete example to illustrate.	180 days after contract award, updates as required	COTR=2 soft
		e. Antarctic Station Telecommuni	The plan shall include the contractor's plan to formally manage Antarctic station	Oct 10 th of year following contract award,	COTR=2 soft

SECTION F – DELIVERIES AND PERFORMANCE

		cations Cable Management Plan	telecommunications cable systems (outside plant and inside plant). Contractor shall make available for inspection, on-demand, an electronic copy of the cable management data base (data and application software) used for administering the plan. Non proprietary, exportable.	updates thereafter as required	
034 Management, Governance and Engineering		a. IT&C Acquisition Plan	IT&C Technology Acquisition Decision Procedures (includes Justification and Authorization protocol).	30 days after contract award, updates as required	COTR=2 soft
		b. IT&C Standard Operating Procedures	Standard Operating Procedures.	180 days after contract award, updates as required	COTR=2 soft
		c. IT&C Configuration Management Plan	Configuration Management Plan for major IT&C systems, esp. those representing the FISMA inventory, components within of a Certification and Accreditation boundary, or high-impact mission support systems.	180 days after contract award, updates as required	COTR=2 soft
		d. IT&C Enterprise Strategic Plan	IT&C program management process that describes: Strategic planning process, long range roadmap development process using strategic plan, architecture management process, IT&C capital planning process.	180 days after contract award, updates every second Oct 10	COTR=2 soft
		e. IPv6 Transition Plan	IPv6 compliance strategy and implementation plan to address OMB direction.	180 days after contract award, updates as required	COTR=2 soft
		f. IT&C Maintenance Management Plan	Master plan for maintenance management of all USAP IT&C systems. Potential components could include Integrated Logistics Support Plans (ILSPs) for specific systems, concept for maintenance, sustaining engineering process and protocols, etc.	30 days after contract award, updates as required	COTR=2 soft
		g. Customer Training Plan	Training plan, curricula and materials, with annual updates as warranted by the contractor's change management processes that address User Services Training, e.g., field party communications equipment, field party computing/network	90 days after contract award, updates every second Oct 10	COTR=2 soft

SECTION F – DELIVERIES AND PERFORMANCE

			services, special applications, etc.		
		h. USAP On-Line Telephone Directory	On-line USAP enterprise wide telephone directory, with continual updates as required; password protected as required; accessible via www.usap.gov .	180 days after contract award, updates every second Oct 10	COTR=2 soft
		i. Legacy Systems Phase-out Plan	Legacy Enterprise Business Applications Phase-out/ Replacement Analysis/ Recommendations/ Action plan and recommendations.	90 days after contract award	COTR=2 soft
		j. Test Equipment Plan	Test equipment calibration plan.	90 days after contract award, thereafter every Oct 10 annually	COTR=2 soft
035 Information Assurance		a. IS/IA Procedures	Contractor Information Security/Assurance Procedures.	90 days after contract award, updates as required	COTR=2 soft
		b. Enterprise IT&C IS/IA Plan	Enterprise IT&C Information Security/Assurance Plan (master plan, per FISMA and NIST).	90 days after contract award, updates as required	COTR=2 soft
		c. IS/IA Annual Work Plan	Document - Information Security/Assurance Annual Work Plan.	90 days after contract award, updates Oct 10 annually thereafter	COTR=2 soft
		d. Information Security Management Documentation	Certification and Accreditation Packages, System Security Plans (SSPs), Contingency Plans (CPs), and Disaster Recovery Plans (DR Plans) for all Major Applications (MAs) and General Support Systems (GSS).	90 days after contract award for contractor owned systems, updates Oct 10 annually thereafter for both contractor owned and government owned systems	COTR=2 soft
		e. IS/IA Security Posture Reports	Reports - On-Demand, Weekly, Monthly, Quarterly, and Annual security posture reports as specified in the "USAP Information Security/Assurance Reporting Guidance" Government document.	As noted	COTR=2 soft
		f. Personnel Positions for IT Access Screening	List of all contractor personnel positions requiring IT systems access screening per NSF logical access criteria. Following initial list at contract award,	30 days after contract award, updates as required	COTR=2 soft

SECTION F – DELIVERIES AND PERFORMANCE

			submissions are on as-required basis as new personnel are added to the contract that require IT systems/services access.		
		g. USAP Information Security Annual Awareness Training Plan	USAP-unique content in the type/format required for interface to Government directed Awareness Training shared services providers, with annual updates as required to meet USAP program requirements or Federal guidance	90 days after contract award, updates Aug 1 annually thereafter	COTR=2 soft
036 Station/Theater Radio and Mobile Communications		a. Navy Media Center Annual Report	Annual reports per specification of NSF-Navy Media Center MOA.	Annually per Navy Media Center reporting requirements	COTR=2 soft
		b. Radio Communications Service Plan	HF radio services plan that includes operating procedures and on-going training programs that facilitate the unique skills required for high frequency (HF) radio communications in the polar regions.	360 days after contract award, updates Oct 10 annually thereafter	COTR=2 soft
		c. IRIDIUM Mobile Satellite Service Plan	Annual resource demand, resource allocation, and budget forecasts in support of USAP Iridium satellite communications services obtained from DISA.	360 days after contract award, updates Oct 10 annually thereafter	COTR=2 soft
		d. Service Management Plan	Service Management Plan for field activity communications equipment outfitting/provisioning.	360 days after contract award, updates Oct 10 annually thereafter	COTR=2 soft
		e. Radio Operations Center Management Plan	Radio Operations Management Plan for Antarctic radio operations/dispatch centers (examples: compliance approach to constraints, network control protocols/procedures, call logging procedures, audio recording/archive procedures, etc.).	360 days after contract award, updates Oct 10 annually thereafter	COTR=2 soft

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 INVOICE REQUIREMENTS

Invoices shall be submitted, no more than once a month, in accordance with G.2 INVOICE SUBMISSION. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract Number, or other authorization for delivery of property or services.
- (3) Description, price, and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms, and such other substantiating documentation or information as required by the contract.
- (5) Name, title, telephone number, and complete mailing address of responsible official (where practicable) and company name where electronic payment (wire transfer) will be sent (see G.3 METHOD OF PAYMENT for additional requirements for wire transfers).
- (6) Invoices should be consistent with acceptable commercial formats. Invoice format will be subject to approval by the CO.

G.2 INVOICE SUBMISSION

- a) One original invoice shall be submitted to the following address:

National Science Foundation
DFM
Commercial Cash Management Section
4201 Wilson Boulevard, Suite II-605
Arlington VA 22230
Phone: (703) 292-8280

- b) The contractor shall also submit one copy of each invoice and all supporting documentation to the CO and the COTR as follows:

National Science Foundation
Office of Polar Programs (OPP)/Division of Antarctic Infrastructure & Logistics
(AIL)
Attn: COTR
4201 Wilson Boulevard, Suite 700
Arlington VA 22230

SECTION G – CONTRACT ADMINISTRATION DATA

National Science Foundation
Division of Acquisition and Cooperative Support (DACCS)
Attn: Contracting Officer
4201 Wilson Boulevard, Suite 475
Arlington VA 22230

- c) All invoice(s) shall be submitted in hard-copy format only.
- d) The CO will determine the need for approval of invoices on a provisional basis. For any approved provisional payments, the Government reserves the right to review and take exception to any costs and, if necessary, to offset future payments in accordance with the FAR.

G.3 METHOD OF PAYMENT

- a) Payments under this contract will be made by wire transfer through the Treasury Financial Communications System.
- b) The contractor shall forward the following information in writing to the CO not later than 7 days after receipt of notice of award and shall also include this information in the Central Contractor Registration (CCR) database:

(1) Company name and full name (where practicable), title, telephone number, and complete mailing address of responsible official(s):

(i) To whom wire transfer is to be sent, and

(ii) Who may be contacted concerning the bank account information requested below.

(2) The following bank account information is required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System).

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

SECTION G – CONTRACT ADMINISTRATION DATA

(a) Address and telegraphic abbreviation of the correspondent financial institution.

(b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

- c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the CO in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.
- d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the contractor's official authorized to provide it, as well as the contractor's name and contract number.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 KEY PERSONNEL DESIGNATION (Sep 2008)

a) The individuals listed below are minimum key personnel considered essential to the performance of work for this contract:

Project Director
Deputy Director or Chief Operating Officer
Department or Division Directors
Chief Information Officer (CIO)

b) The following requirements apply to all key personnel:

(1) The contractor shall provide written notification for replacement of any key personnel to the COTR and CO. The COTR shall review and provide recommendation to the CO. The CO shall provide final approval for all key personnel.

(2) Requests for replacement shall include a detailed resume containing a description of position duties and qualifications, as well as information about the qualifications of the individual(s) proposed.

(3) Contractor proposed replacement of any key personnel shall be submitted 30 days in advance with written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the USAP. Exceptions to the “30 days in advance” requirement shall be approved by the CO on a case-by-case basis.

H.2 REPLACEMENT OF PERSONNEL – CONTRACTOR PERSONNEL CONDUCT (May 2008)

a) The contractor shall be responsible for the furnishing of personnel fully qualified to perform the services as provided for in this contract. As a designated representative of the contractor, contractor personnel are expected to perform and act in a professional manner at all times and to present themselves in such a manner that their activities and demeanor reflect credit on themselves, their employer, and the NSF. Each employee shall be required to execute NSF Form 1457, “Important Notice for Participants in the United States Antarctic Program.” The contractor shall be fully responsible for the actions of contractor employees during this contract’s period of performance.

b) Performance of contract services will involve work and/or residence on Government and other national Antarctic program facilities. The contractor’s and subcontractor’s employees are an integral element of this project. As a team member, cooperation, within the scope of this contract, is essential to successful completion of work. If it is determined by the COTR or the designated NSF Representative(s),

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Antarctica, that a contractor's employee(s), including subcontractor employee(s) (that are not key personnel) is performing ineffectively, refuses to cooperate in the fulfillment of the project objectives, is unable or unwilling to adapt to living conditions, or whose general performance is unsatisfactory or otherwise disruptive, then the contractor shall be notified in writing of the circumstances and may be afforded an opportunity to take corrective action or may be directed to replace the unacceptable employee, within a mutually agreeable time period.

H.3 MEDICAL AND DENTAL QUALIFICATION OF CONTRACTOR PERSONNEL (Sep 2008– Antarctica Activities Only)

Persons traveling to Antarctica under sponsorship of the USAP are subject to medical evaluation and medical clearance to determine whether the individual is physically qualified for deployment to Antarctica (refer to 45 CFR 675.1 - 675.4). Medical and dental criteria (and for personnel anticipating to remain in Antarctica during the austral winter period, an assessment of psychological adaptability to isolation) are enumerated in the Medical Screening Guidelines for the USAP. The contractor shall ensure that contractor personnel (including subcontractors) traveling to Antarctica have been determined to have met those criteria, or that a formal determination has been made by the Government to waive specific aspects of those medical requirements in individual cases. The contractor may choose to impose additional medical criteria on their staff as a matter of corporate policy, but those criteria shall be considered independent of the USAP medical clearance process.

H.4 AWARD OF CONTRACT TO U.S. FIRMS AND CITIZENS ONLY (Sep 2008)

Award of Contract to U.S. Firms and Citizens Only -- The U.S. Firm awarded this contract shall employ only U.S. citizens in performance of this contract. Any teaming through subcontracting must be between U.S. Firms. "U.S. Firm" is defined as an organization which is incorporated and located within the United States of America. Additionally, all personnel performing work being reimbursed to the contractor as a direct cost, or by the contractor to its affiliates, consultants, or subcontractors as a direct cost under any sub-agreement, must be U.S. citizens. The exceptions to the above are for (i) approved host country activities in New Zealand, Chile, Argentina, and other countries from which the USAP operates from time-to-time; (ii) maintenance, testing and calibration services, and (iii) other activities as approved by the CO.

H.5 ASSIGNMENT OF SUBCONTRACTS (Sep 2008)

The contractor shall ensure all subcontracts awarded by the contractor for which the cost of the subcontract is being reimbursed to the contractor as a direct cost under this contract (regardless of subcontract type, or property and/or services being acquired) shall be assignable to any successor contractor selected by NSF, at the discretion of the CO.

**H.6 NSF SYSTEMS SUBJECT TO PRIVACY ACT of 1974 RESTRICTIONS
(May 2008)**

Performance of work by the contractor requires access to and operation of the following, NSF systems of record:

- NSF-19 Medical Examination Records for Service in the Polar Regions.
- NSF-36 Personnel Tracking System (Antarctic).
- NSF-56 Antarctic Conservation Act Files.
- NSF-60 Antarctica Service Medals.
- NSF-61 Diving Safety Records (Polar Regions).
- NSF-62 Radiation Safety Records (Polar Regions).
- NSF-63 Accident and Injury Reports (Antarctic).

These systems of record are subject to the requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and applicable NSF regulations and policy governing their use.

**H.7 ACCESS TO SENSITIVE, CONFIDENTIAL, PROPRIETARY INFORMATION
(May 2008)**

a) To the extent that the work under this contract requires that the contractor be given access to or be furnished with sensitive, confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as sensitive, confidential or proprietary, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, the contractor shall, after receipt thereof, treat such information in confidence and agrees to use such information only for the purposes of performing the services specified in this contract, not to appropriate such information for its own use or to improve its own competitive position in another procurement or to disclose such information to third parties unless specifically authorized in writing by the CO. The foregoing obligations also include scientific data or confidential research proposal information (whether or not marked) submitted to NSF and provided to the contractor to facilitate the assessment of operational feasibility of field research activities. The foregoing obligations, however, shall not apply to:

- (1) Information or data which is in the public domain at the time of receipt by the contractor;
- (2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the contractor;
- (3) Information or data which the contractor can demonstrate was already in its possession at the time of receipt thereof; or
- (4) Information or data which the contractor can demonstrate was received by it from a third party that did not require the contractor to treat it in confidence.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

b) The contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the contractor under this contract, and (2) to supply a copy of such agreement to the CO. Upon request of the CO, the contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the contractor with such information or data.

c) The contractor agrees to train employees who may require access to the above described information about their obligations to use it only to perform the services specified in this contract. The contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing contractor-employee agreement, upon request of the CO, the contractor agrees to obtain from each employee a confidentiality agreement acceptable to the CO. The contractor agrees to administer a monitoring process to ensure that employees comply with all reasonable security procedures.

d) The contractor is required, in the performance of this contract, to keep the information furnished by the Government and designated by the CO or COTR in the strictest confidence. The contractor is also required not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work provided herein, i.e. on a "need to know" basis. The contractor agrees to immediately notify the CO or COTR in writing in the event that the contractor determines or has reason to suspect a breach of this requirement and to implement any necessary corrective action. The contractor may not disclose any such sensitive information to any persons or individuals without prior written approval from the CO or COTR.

e) This clause shall be included in any subcontract or consultant agreement under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

f) The nature of the work under this contract may subject the contractor and its employees to laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of Government contracts. Unauthorized uses or disclosures of sensitive, confidential or proprietary information may result in termination of this contract for default, or in debarment of the contractor for serious misconduct affecting present responsibility as a Government contractor.

H.8 LIMITATION ON CONTRACTOR DESIGN-BUILD ACTIVITIES (May 2008)

Unless otherwise authorized by the CO, the contractor shall not perform design-build work, as defined in FAR 36.102, on any single construction project with an estimated cost of \$1,000,000 or greater.

H.9 STATE AND LOCAL SALES TAXES (May 2008)

To perform this contract, the contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in of themselves provide tax immunity to the contractor. Therefore, within 30 calendar days after the effective date of this contract, the contractor shall request from the applicable State Tax Commission a ruling on any tax exemptions that may be applicable to purchases under this contract. The contractor shall provide all facts relevant to the contract and shall pursue an interpretation of the law that is most favorable to both the contractor and the Government.

H.10 (LIMITED) RELEASE OF CONTRACTOR'S COMMERCIAL OR FINANCIAL INFORMATION (COFI) (May 2008)

a) NSF may find it necessary to release information submitted by the contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NSF. Business information that would ordinarily be entitled to confidential treatment under the Freedom of Information Act (5 U.S.C. § 552 (b)(4)) may be included in the information released to these individuals. Accordingly, by signature on this contract or other contracts, the contractor hereby consents to a limited release of this information.

b) Possible circumstances where NSF may release the contractor's COFI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both pre-award and post-award audit support and specialized technical support to NSF's technical evaluation panels;

(2) To NSF contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

c) NSF recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NSF will permit the limited release of COFI under subparagraphs b)(1) or b)(2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the COFI to perform the assisting contract.

d) NSF's responsibilities under the Freedom of Information Act are not affected by this clause.

e) The contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of COFI by a subcontractor.

H.11 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE (May 2008)

a) The Government, from time to time, may make certain software acquired under license available to the contractor for its use in the performance of this contract.

b) The contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

c) The contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the contractor.

d) The contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the contractor has reason to believe that its use of Government furnished software may involve or result in a violation of NSF's licensing agreement, the contractor shall promptly notify the CO, in writing, of the pertinent facts and circumstances. Pending direction from the CO, the contractor shall continue to perform to the full extent possible without using the software in question.

e) Paragraphs a) through d) of this clause shall flow down to all subcontracts.

H.12 RESERVED

H.13 ORGANIZATIONAL CONFLICT OF INTEREST (May 2008)

a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.

b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the CO immediately. This disclosure shall include a description of actions which the

SECTION H – SPECIAL CONTRACT REQUIREMENTS

contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

c) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

d) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

e) The contractor will be required to warrant that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest as defined in FAR 2.101 and FAR Subpart 9.5.

f) Undisclosed Organizational Conflicts of Interest will be grounds for Termination for Default.

H.14 GOVERNMENT FURNISHED OFFICE SPACE, FURNISHINGS, AND SERVICES

a) The Government will furnish, at no cost to the contractor, the necessary office space, utilities, telephone service, general purpose office equipment, and office furniture for its personnel assigned to work under this contract at Government locations in Antarctica and at operating locations in New Zealand and South America.

b) The Government will furnish the following transportation services:

(1) Transportation of material and equipment between the U.S. receiving and distribution point and all USAP operating locations, to include Christchurch, New Zealand, Punta Arenas, Chile, and all sites of operation in Antarctica.

(2) Air transportation of the contractor's personnel between Christchurch, New Zealand and McMurdo Station, as well as air transport between McMurdo Station and research sites within Antarctica (excluding Palmer Station).

(3) Government transportation includes but is not limited to the following:

(i) One ice-strengthened annual re-supply vessel capable of carrying containerized and bulk cargo and other freight between the United States, Port Lyttleton, New Zealand, and McMurdo Station, Antarctica. The Government will also provide stevedoring services for operations at McMurdo Station, Antarctica.

(ii) One ice-strengthened tanker capable of carrying fuel from its acquisition point to McMurdo Station, Antarctica.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(iii) Ice breaking services to create a shipping channel for vessel access to McMurdo Station, Antarctica.

(iv) Light and medium lift helicopter services for transportation of personnel and cargo within the general vicinity of McMurdo Station, or other designated sites in Antarctica.

(v) A combination of fixed wing aviation services, to include C-17 and LC-130 aircraft operated by the USAF and the Air National Guard, to provide heavy airlift services between New Zealand, McMurdo Station, and field research locations within Antarctica.

(vi) Basler Turbo BT-67 and DHC-6 DeHavilland Twin Otter aircraft services for airborne research and transportation of personnel and cargo between field locations within Antarctica.

(4) The Government will supply bulk fuel at no charge to the contractor at McMurdo and South Pole Station, Antarctica.

(5) The Government will provide supplemental labor for cargo handling and passenger processing through international agreements with the New Zealand Government. The New Zealand Defense Forces (NZDF) will provide terminal operations personnel to supplement seasonal cargo operations in Christchurch, New Zealand, as well as provide driver and stevedoring support for annual re-supply vessel operations at McMurdo Station, Antarctica.

(6) The Government will furnish weather forecasting services in Antarctica.

(7) The Government will furnish food safety and sanitation inspection services in Antarctica.

H.15 CONTRACTOR'S ON-SITE MANAGER(S) (May 2008)

For work performed at Port Hueneme, CA; Christchurch, NZ; McMurdo Station; Amundsen-Scott South Pole Station; Palmer Station; on board research and other vessels; and at other locations identified by NSF, the contractor shall designate an on-site manager, with full authority to receive instruction and act on the contractor's behalf. This authority need not include the authority to bind the contractor contractually. However, the individuals shall have knowledge of the duties and responsibilities of the Government personnel identified herein. These individuals may be working managers. In addition, unless otherwise authorized by the Government, the contractor shall designate an alternate on-site manager to function in the place of the on-site manager in his/her absence. The on-site manager or his/her alternate shall be on site at all times when contractor employees are performing work at the designated sites.

H.16 ASSOCIATE CONTRACTOR AGREEMENTS (Sep 2008)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

a) The contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation (with contractors under other NSF contracts) in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the ASC which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate contractors are listed in paragraph h) below.

b) ACAs shall include the following general information:

- (1) Identify the associate contractors and their relationships.
- (2) Identify the program involved and the relevant Government contracts of the associate contractors.
- (3) Describe the associate contractor interfaces by general subject matter.
- (4) Specify the categories of information to be exchanged or support to be provided.
- (5) Include the expiration date (or event) of the ACA.
- (6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

c) A copy of such agreement shall be provided to the CO for review before execution of the document by the cooperating associate contractors. Initial ACAs should be in place 3 months after contract award. Subsequent ACAs required during contract performance shall be accomplished within 3 months of written notification from the CO to the contractor.

d) Nothing in the foregoing shall affect compliance with the requirements of the Organizational Conflict of Interest clause.

e) The contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

h) The following are “associate contractors” with whom agreements are required:

Associate Contractor/Address

Contract Number and Description

Kenn-Borek Air Ltd.
290 McTavish Road, N.E.
Calgary, Alberta, Canada T2E 7G5

OPP-0413529
Medium-Lift Fixed Wing Flight
Services

SECTION H – SPECIAL CONTRACT REQUIREMENTS

PHI, Inc.
2001 S. E. Evangeline Thruway
Lafayette, LA 70508

OPP-0634685
Helicopter Flight Services

Air New Zealand Engineering Services LTD
P.O. Box 14005
Christchurch, New Zealand

PRS-06-12746-B149
LC-130 Planned Depot Maintenance
and Drop-In Repair

LJT & Associates, Inc.
9881 Broken Land Parkway, Suite 400
Columbia, MD 21046-3025

NSFDACSPRSS-06C1005
Engineering & Technical Support
to USAP

H.17 CONTRACTOR EMPLOYEE AND TRAINING REQUIREMENTS (Sep 2008)

a) The contractor shall provide necessary personnel to accomplish all work identified in the PWS. Any training that can be accomplished outside the Antarctic must be done so.

b) The contractor shall provide personnel with the necessary licenses, certifications, training, experience levels and security clearances that are required, including Federal, State, and local laws and regulations prior to being employed under the ASC. These licenses, certifications and the like should reflect expertise to support the contractor's technical/management approach for the ASC requirement.

c) The Government may consider funding of contractor training only for Government-unique systems pertinent to the ASC. All requests for training at Government's expense shall be submitted to the COTR for approval or disapproval prior to the training. Allowability of training costs in question will be determined on a case-by-case basis by the CO.

d) The contractor shall be responsible for all costs including labor hours associated with the equivalent training of replacement personnel when contractor personnel who have received Government-funded training leave and are replaced. The contractor shall train replacement personnel for seamless support of services under this contract. The training shall be provided within one month of employee's arrival under the ASC.

e) Each person shall be required to appropriately identify themselves as contractor employees in all e-mails, written correspondence, telephone conversations, and meetings.

H.18 INSURANCE REQUIREMENTS (Sep 2008)

a) The contractor shall provide and maintain at least the following insurance during the entire period of performance of this contract:

- (1) Workmen's Compensation, including compliance with applicable Federal and State workmen's compensation and occupational disease statutes;

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- (2) Employer's Liability Insurance;
- (3) General Liability Insurance;
- (4) Automobile Liability Insurance.

b) The contractor shall maintain the type of insurance and coverage listed below.

TYPE OF INSURANCE AMOUNT -----	MINIMUM -----
1. Workmen's Compensation and all occupational disease.	As required by State law.
2. Employer's Liability including all occupational disease when not so covered in Workmen's Compensation above.	\$100,000 per acc.
3. General Liability (Comprehensive) Bodily Injury per occurrence.	\$500,000
4. Automobile Liability (Comprehensive) Bodily Injury per person	\$200,000
Bodily Injury per occurrence	\$500,000
Property Damage per accident	\$ 20,000

The General Liability and Automobile Liability policies shall contain the following provision: "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy." All insurance required by this paragraph shall be set forth in the provisions of this contract in a form and amount and for the specified periods as the CO approves.

c) The contractor agrees to submit for the CO's approval, to the extent and in the manner required by the CO, any other insurance that is maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement.

d) Prior to the commencement of work hereunder, the contractor shall furnish to the CO a certificate or written statement of the required insurance identified in paragraph b). The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which contiguous U.S. services of this contract is to be performed prescribe or (2) until 30 days after the insurer or contractor gives written notice to the CO, whichever period is longer.

e) The contractor agrees to insert the substance of this clause including this paragraph, in subcontracts under this contract that require work on a Government installation. Prior to the commencement of the designated work, the contractor shall maintain a copy of all subcontractors' proof of insurance, and shall make copies available to the CO upon request.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

f) The contractor shall be reimbursed:

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract, and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the contractor or of the contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for:

(i) Loss of or damage to property (other than property owned, occupied, or used by the contractor, rented to the contractor, or in the care, custody, or control of the contractor); or

(ii) Death or bodily injury.

The Government's liability under paragraph f) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

g) The contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) -

(1) For which the contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the contractor has failed to insure or to maintain insurance as required by the CO; or

(3) That result from willful misconduct or lack of good faith on the part of any of the contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:

(i) All or substantially all of the contractor's business;

(ii) All or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

h) The provisions of paragraph e) of this clause shall not restrict the right of the contractor to be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract, other than insurance required in

SECTION H – SPECIAL CONTRACT REQUIREMENTS

accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

i) If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the contractor shall:

(1) Immediately notify the CO and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

H.19 EMERGENCY MEDICAL TREATMENT (May 2008– Antarctica Activities Only)

Government emergency vehicles and medical personnel may be used in emergency situations affecting contractor personnel whose life may be in danger or suffering unendurable pain. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be accomplished as soon as possible and as determined by attending medical authorities. Reimbursement to the Government for emergency treatment will be in accordance with Federal Statutes and Government Regulations.

H.20 ADVANCED NOTICE FOR COMPUTER SOFTWARE ACTIVITY (August 2008)

a) The contractor shall provide notice to the CO of software modifications, changes, or additions to contractor supplied computer software proposed, after contract award, in the performance of this contract.

b) For the purposes of this clause, the following categories of computer software are included in the notification requirement of paragraph H.20 a):

- (1) Commercial software functioning stand-alone or self-contained;
- (2) Commercial software requiring customization, integration with other software components irrespective of commercial or custom origin, or otherwise resulting in a heterogeneous Information Technology (IT) environment;
- (3) Custom software, developed in whole or in part by the contractor or others; or
- (4) Open source software.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

c) For the purposes of this clause, the following categories of computer software are excluded from the notification requirement of paragraph a):

- (1) Software patches or vulnerability remediation required for operational information security management, or
- (2) Commercial software version updates or upgrades.

d) The contractor shall include, at a minimum, the following information in the notification:

- (1) Purpose of the action;
- (2) Scope of the action, including any intent to incorporate third party works, commercially licensed components, open source or proprietary works of the contractor;
- (3) Conformance with information security compliance requirements; and
- (4) The license associated with the incorporation of any software.

e) The contractor shall notify the CO in writing in accordance with the following schedules:

(1) For acquisitions of commercial software applications, advanced notice shall be given 30 days prior to the proposed procurement action to allow for the Government's technical assessment, review and approval.

(2) For complex software development activities requiring systems architecture evaluations, significant business process analysis or functional requirements definition, customization or configuration of commercial software applications, or the development or incorporation of custom, unique, or proprietary software, advanced notice of not less than 60 days prior to the proposed modification, change, or addition, shall be given at the initiation of the systems development process to allow for the Government's technical assessment, review and approval.

H.21 TRAVEL (May 2008)

a) Notwithstanding the provisions of FAR 52.216-7 entitled, "Allowable cost and Payment" the following additional provision applies to per diem and travel. The per diem and travel rates for reimbursement purposes shall be in accordance with acceptable accounting procedures (see FAR 31), and shall not exceed those established by Federal Travel Regulations (FTR). The Government will not reimburse for anything other than economy class air fare.

b) Exceptions shall be approved on a case-by-case basis by the COTR.

H.22 RESERVED

H.23 RESERVED

H.24 GOVERNMENT PROPERTY (May 2008)

a) The contractor will be provided with the Government Furnished Property identified in Section J (Attachments 3, 4, and 5; Attachment 6 will be developed during the transition-in period).

b) The Government will retain full ownership and control of all property furnished by the Government. Government furnished property not consumed in performance shall be surrendered upon demand (i.e., during performance, or end of the period of performance).

c) The contractor shall execute receipt of property documents for any property furnished by the Government.

d) The NSF Property Officer may issue direction regarding the accountability of Government property (including its disposition). IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the CO.

H.25 UNITED STATES ANTARCTIC PROGRAM FREQUENCY AUTHORIZATION (May 2008– Antarctica Activities Only)

a) Authorization of radio frequencies required in support of this contract shall be obtained by the contractor or subcontractor in need thereof.

b) For any experimental, developmental, or operational equipment for which the appropriate frequency allocation has not been made, the contractor or subcontractor shall provide the technical operating characteristics of the proposed electromagnetic radiating device to the CO during the initial planning, experimental, or developmental phase of contractual performance. U.S. Antarctic Program Spectrum Management Procedures furnished by the CO shall be followed in obtaining radio frequency authorization. At the CO's discretion, the contractor may be instructed to directly interface with U.S. Antarctic Program spectrum management personnel in lieu of first contact with the CO.

c) This clause, including this paragraph c), shall be included in all subcontracts that call for developing, producing, testing, or operating a device for which a radio frequency authorization is required.

H.26 FREE ON BOARD (F.O.B) DESTINATION SHIPMENT DOCUMENTATION (Sep 2008)

a) The contractor shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

b) The contractor is not required to submit evidence of shipment documentation with its invoice.

H.27 RESERVED

H.28 RIGHTS IN DATA – FACILITIES (Aug 2008)

a) Definitions.

(1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term “data” does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the “Limited Rights Notice” of paragraph e) of this clause.

(5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are set forth in the “Restricted Rights Notice” of paragraph f) of this clause.

(6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(7) Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

b) Allocation of Rights.

(1) The Government shall have:

(i) Ownership of all technical data and computer software first produced in the performance of this contract including all identified deliverables in Section F;

(ii) Unlimited rights in technical data and computer software specifically used in the performance of this contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time.

(iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this contract at all reasonable times. The contractor shall make available all necessary facilities to allow NSF personnel to perform such inspection;

(iv) The right to have all technical data and computer software first produced or specifically used in the performance of this contract delivered to the Government or otherwise disposed of by the contractor, either as the CO may from time to time direct during the progress of the work or in any event as the CO shall direct upon completion or termination of this contract. The contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the CO. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph e) of this clause (“Rights in Limited Rights Data”) or paragraph f) of this clause (“Rights in Restricted Computer Software”); and

(v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this contract on any data furnished hereunder if, in response to a written inquiry by NSF concerning the propriety of the markings, the contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case NSF will notify the contractor of the action taken.

(2) The contractor shall have the right to withhold limited rights data and restricted computer software unless otherwise provided in accordance with the provisions of this clause.

(3) The contractor shall not have the right to use for its private purposes, subject to patent, security or other provisions of this contract, data it first produces in the performance of this contract. The contractor may seek a waiver from the CO on a case-by-case basis.

(4) The contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from (or is given access by) NSF or a third party, including a NSF contractor or subcontractor, and for technical data or computer software it first produces

SECTION H – SPECIAL CONTRACT REQUIREMENTS

under this contract which is authorized to be marked by NSF, the contractor shall treat such data in accordance with any restrictive legend contained thereon.

c) Copyrighted Material.

(1) The contractor shall not, without prior written authorization of NSF, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the contractor.

(2) The contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the contractor and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph c)(1) of this clause. If the contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely incorporated therein by reference, the contractor shall obtain the written authorization of the CO to include such material in the technical data or computer software prior to its delivery.

d) Subcontracting.

(1) Unless otherwise directed by the CO, the contractor agrees to use the policy and procedures of 48 CFR Subpart 27.4, entitled, "Rights in Data-General" at 48 CFR 52.227-14, including Alternate V, in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data. Alternates II through IV of that clause may be included as appropriate with the prior approval of NSF and the contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of NSF. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts, however, the contractor shall use the Rights in Data-Facilities clause in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with NSF.

(2) It is the responsibility of the contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the contractor shall:

(i) Promptly submit written notice to the CO setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and

(ii) Not proceed with the subcontract without the written authorization of the CO.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(3) Neither the contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data or restricted computer software for their private use.

e) Rights in Limited Rights Data. Except as may be otherwise specified in this contract as data which are not subject to this paragraph, the contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any limited rights data of the contractor specifically used in the performance of this contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth. All such limited rights data shall be marked with the following "Limited Rights Notice":

Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. _____ with the United States Government (National Science Foundation) which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the contractor, except that further disclosure or use may be made solely for the following purposes:

(a) Use (except for manufacture) by support services contractors within the scope of their contracts;

(b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed.

(End of notice)

f) Rights in Restricted Computer Software. (1) Except as may be otherwise specified in this contract as data which are not subject to this paragraph, the contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the contractor specifically used in the performance of this contract, provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the contractor at the time of initial delivery to the Government or

SECTION H – SPECIAL CONTRACT REQUIREMENTS

a representative of the Government, such data shall not be used within or outside the Government except as provided in the “Restricted Rights Notice” set forth below. All such restricted computer software shall be marked with the following “Restricted Rights Notice”:

Restricted Rights Notice-Long Form

(a) This computer software is submitted with restricted rights under National Science Foundation Contract No. _____. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.

(b) This computer software may be:

(1) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;

(2) Used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and

(5) Disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.

(c) Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.

(d) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used.

Restricted Rights Notice—Short Form

Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of NSF Contract No. _____ with (name of contractor).

(End of notice)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr), in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.

(4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the contractor includes the following statement with such copyright notice “Unpublished-rights reserved under the Copyright Laws of the United States.”

g) Relationship to patents. Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

H.29 SECURITY REQUIREMENTS AND ACCESS TO NATIONAL SCIENCE FOUNDATION UNITED STATES ANTARCTIC PROGRAM (USAP) FACILITIES AND UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Aug 2008)

a) General

1) The contractor shall be responsible for Information Technology (IT) security for all systems used in performance of this contract, or those which are connected to a Government network. This clause is applicable to all or any part of the contract that includes IT resources or services in which the contractor must have physical or electronic access to NSF's information, including sensitive information and personally identifiable information, contained in unclassified systems that directly support the mission of NSF. This includes IT, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

2) Contractor provisioning and utilization of information, systems, technology, and data in the performance of this contract shall be managed in compliance with security and privacy laws, regulations, guidance, and direction including but not limited to the: Federal Information Security Management Act (FISMA); National Institute of Standards and Technology (NIST) guidance; Federal Information Processing Standards (FIPS) on information security; applicable Office of Management and Budget (OMB) memoranda; NSF policies, procedures and guidance; NSF Office of Polar Programs (OPP) guidance; and United States Antarctic Program (USAP) policies and instructions.

b) Personnel Security Management

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1) The contractor is responsible for its employees' conduct and establishing in- and out-processing procedures that ensure accomplishment of the actions identified in this clause.

2) The contractor shall ensure that its employees, in performance of the contract, receive initial and annual recurring IT Security Awareness Training before being granted initial or annual recurring access to USAP systems and networks, and receive refresher IT Security Awareness Training annually. The contractor must receive Government concurrence for the suitability of the contractor's Security Awareness Training program.

3) In performance of the contract, the contractor shall ensure that:

(a) its employees sign the following form before being granted access to NSF USAP systems and networks;

“Acknowledgement of Information Security Policies & Permission for Use of National Science Foundation/United States Antarctic Program Information Systems and Services”;

(b) it electronically archives all forms which shall be available on-demand for inspection by the Government. The contractor shall retain all forms in accord with Government direction for records schedules.

c) Logical IT Systems Access Requirements

1) Contractor personnel requiring access to IT systems operated by the contractor for NSF or interconnected to a NSF USAP network shall be screened at an appropriate minimum background investigation level.

(a) NSF shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI).

(b) Contractor personnel suitability for employment shall be contingent upon the outcome of the applicable screening review, as determined by NSF.

(c) Within 30 days of contract award, the contractor shall provide to the CO a list of all personnel positions subject to, and delineated by, the screening criteria cited in c) 2) below, along with a schedule that ensures screening of all personnel within the transition-in period. The contractor shall provide justification rationale for the screening category assigned to each personnel position. The CO shall review and approve the contractor personnel positions so described.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(d) The contractor shall submit the required screening forms in conformance with the CO's instructions within thirty (30) days after receiving CO approval.

(e) Subsequent to initial screening criteria approval of the contractor's personnel positions, the contractor shall submit required screening forms within thirty (30) days after assignment of an individual to a position requiring screening.

(f) Screening forms may be obtained from the Office of Personnel Management Center for Federal Investigative Services on-line electronic forms web site:
<http://www.opm.gov/forms/html/inv.asp>.

(g) At the discretion of the CO, interim access may be granted pending completion of the required investigation and final access determination.

2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to the USAP mission. NSF defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(a) IT-1—Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to the USAP mission. These systems include, for example, those that can transmit commands directly modifying the behavior of satellites, life-safety systems or systems whose loss would cause major disruption to the operations of USAP operations resulting in risk to or loss of life or major economic loss. This level also addresses individuals with responsibility for the development, direction, implementation, and administration of computer security programs, including direction and control of risk analysis or threat assessment.

(b) IT-2—Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to the USAP mission. These systems include, for example, those that contain NSF systems of records and/or sensitive information with specific protections addressed by statute law, such as access to or processing of proprietary data or data covered under the Privacy Act of 1974. This level also addresses individuals with a major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, or management of IT systems hardware and software.

(c) IT-3—Individuals having privileged access or limited privileged access to systems whose misuse can cause adverse impact to the USAP mission. These systems include, for

SECTION H – SPECIAL CONTRACT REQUIREMENTS

example, those that interconnect with a NSF network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NSF whose function or information has substantial cost to replace, even if these systems are not interconnected with a NSF network. This level also addresses individuals who include all Computer/Automatic Data Processing (ADP) positions not falling into one of the above risk levels.

- 3) Screening for individuals shall employ Office of Personnel Management forms appropriate for the level of risk defined as:
 - (a) IT-1: Moderate Risk, Equivalent to an advanced Public Trust Position Level 5 – Minimum Background Investigation (MBI)
 - (b) IT-2: Moderate Risk, Equivalent to a general Public Trust Position Level 5 - National Agency Check with Inquiries and Credit (NACIC)
 - (c) IT-3: Low Risk, non-Sensitive Position, Equivalent to Public Trust Position Level 1 - National Agency Check with Inquiries (NACI)
- 4) The contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the contractor can demonstrate to the CO that the procedures used by the contractor are at a minimum the equivalent to the personnel screening procedures for the risk level assigned for the IT position cited in paragraph c)3).
- 5) Subject to approval of the CO, the contractor may forgo screening of contractor personnel for those individuals who have proof of —
 - (a) Current national security clearance that meets or exceeds the screening requirements of the IT position;
 - (b) Screening conducted by NSF within the last three years that meets or exceeds the screening requirements of the IT position;
 - (c) Screening conducted by the contractor, within the last three years, that is equivalent to the NSF personnel screening procedures as approved by the CO.
- 6) Rescreening shall occur for IT personnel every five years, and/or when their responsibilities increase to a higher risk level. The results shall be submitted to the CO for approval.
- 7) The CO may waive the requirements of paragraphs c)3) and c)4) above, upon request of the contractor. The contractor shall provide all relevant information requested by the CO to support the waiver request.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

d) Physical Access Requirements

1) Contractor personnel assigned to work at the NSF, in Arlington Virginia, may be issued a Federal identity card and/or NSF building access card that permits their entrance to NSF facilities without going through visitor access processes. Contractor personnel may also be granted certain other privileges such as NSF e-mail accounts and/or access to NSF information systems. This access shall be provided solely at the discretion of the NSF, and may be revoked or withdrawn at any time, without notice or cause, by the CO.

2) Contractor personnel subject to the work assignment defined in paragraph e)1) below shall abide by all NSF information security logical and physical access procedures, information security awareness training requirements, policies, and in/out processing protocols in lieu of those stipulated by paragraphs b) and c) above.

3) Guidance shall be provided by the CO upon request by the contractor

e) Protection of Sensitive Information

1) In the course of performing official duties, contractors may have the need to access sensitive information or personally identifiable information (PII).

2) Definitions:

(a) Controlled Unclassified Information is a categorical designation defined by Presidential memorandum (May 9, 2008) that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interests of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

(b) PII refers to a specific form of sensitive information subject to Privacy Act protections. This is generally understood to mean any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(c) Safeguarding means measures and controls that are prescribed to protect controlled unclassified information.

(d) Sensitive Information – Sensitive information is generally defined in Federal Information Processing Standard 199. It includes PII and sensitive NSF information such as quote review, reviewer identity tied to reviews, unfunded quotes, proprietary parts of funded quote; information subject to Privacy Act protection; and, information protected by the Trade Secrets Act; and other similar information. Sensitive information may also exist in other types of records, such as databases, log files, e-mail, and correspondence files.

(e) Specified Dissemination is a handling instruction that means the information so designated is subject to additional instructions governing the extent to which dissemination is permitted.

(f) Standard Dissemination is a handling instruction that means dissemination is authorized to the extent it is reasonably believed that dissemination would further the execution of lawful or official mission purpose, provided that individuals disseminating this information do so within the scope of their assigned duties.

3) Requirements

(a) The contractor shall ensure all personnel are responsible for recognizing sensitive information and avoiding inappropriate or accidental access, use, or disclosure in accordance with NSF IT policies.

(b) The contractor shall ensure appropriate compartmentalization of NSF information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(c) NSF information contained within the NSF systems of records is sensitive information and is protected under the Privacy Act. The contractor shall ensure effective safeguarding of NSF systems of records from unauthorized disclosure or compromise for those records accessed, managed, maintained or stored by the contractor.

(d) The contractor shall ensure that NSF sensitive information designated as “Controlled Unclassified Information” or defined by NSF privacy policies and/or by guidance provided by the NSF Office of General Counsel, is safeguarded from unauthorized disclosure. The contractor shall use the following markings for its safeguarding protocol for information, irrespective of form (e.g., electronic, paper, etc.):

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. "Controlled with Standard Dissemination" meaning the information requires standard safeguarding measures that reduce the risks of unauthorized or inadvertent disclosure. Dissemination is permitted to the extent that it is reasonably believed that it would further the execution of a lawful or official purpose.
2. "Controlled with Specified Dissemination" meaning the information requires safeguarding measures that reduce the risks of unauthorized or inadvertent disclosure. Material contains additional instructions on what dissemination is permitted.
3. "Controlled Enhanced with Specified Dissemination" meaning the information requires safeguarding measures more stringent than those normally required since the inadvertent or unauthorized disclosure would create risk of substantial harm. Material contains additional instructions on what dissemination is permitted.

f) Certification and Accreditation of Contractor IT Systems

1) Scope. The requirements defined within this clause apply to the following circumstances:

- (a) Government Owned – Contractor Operated (GOCO): The contractor provided design, development, deployment, operations, and/or phase-out of Government owned IT systems.
- (b) Contractor Owned: Contractor owned IT systems used in the support of performance of this contract that are other than incidental in nature.
- (c) Contractor Owned – Interconnected (CO-Int): All contractor owned systems that are directly connected with NSF owned networks or IT systems.

2) Requirements

- (a) The contractor shall conform to all NSF policy guidance and reporting requirements regarding certification and accreditation of IT systems.
- (b) Certification and accreditation roles and responsibilities:

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. Unless otherwise specified by NSF, NSF shall fulfill the following roles as outlined in NIST SP800-37 Appendix D
 - a. For GOCO systems – NSF fulfills roles of “Certification Agent,” “Senior Agency Information Security Officer” and “Authorizing Official”
 - b. For Contractor Owned and CO-Int systems – NSF fulfills roles of “Senior Agency Information Security Officer” and “Authorizing Official”
 - c. At the discretion of NSF, some tasks attributed to the role of “Certification Agent” for GOCO systems may be assigned to the contractor.
 - d. NSF reserves the right to re-assign “Certification Agent” responsibilities for certification and accreditation to third parties and will so notify the contractor when enacted.
2. Unless otherwise specified by NSF, the contractor shall fulfill the role of “Certification Agent” for all Contractor Owned and CO-Int systems.
3. Unless otherwise specified by NSF, the contractor shall prepare and submit Certification Packages to the Certification Agent (CA) for all GOCO, Contractor Owned, and CO-Int systems as typified by NIST SP800-37 Appendix D, where the contractor shall fulfill the role of “Information System Owner”.

(c) Accreditation boundaries and schedules:

1. For all GOCO systems, the contractor shall adhere to NSF specified accreditation boundaries and certification schedules.
2. For all Contractor Owned and CO-Int systems, the contractor shall establish accreditation boundaries and certification schedules.
3. For all Contractor Owned and CO-Int systems, the contractor shall establish accreditation boundaries that strike a balance between the numbers of systems, the cost to the Government, and the burden imposed on NSF for security certification and accreditation approval.

(d) Certification Package

SECTION H – SPECIAL CONTRACT REQUIREMENTS

1. The Certification Package shall include at a minimum: final IT Systems Security Plan (SSP), risk assessment, security assessment report and a plan of action and milestones and a disaster recovery/contingency plan
2. The contractor shall provide, implement and maintain an IT System Security Plan (SSP) as identified in NIST SP800-37. The IT SSP must comply with OMB Circular A-130, Appendix III and recommendations in the NIST Special Publications as amended, extended, or superceded.
3. The contractor shall include an interconnection security agreement (ISA) for CO-Int systems that shall be subject to NSF review and approval.
4. The contractor shall submit annually to the CO:
 - a. A written verification that the IT SSP remains valid, or
 - b. A revised IT SSP when required to restore validity.

3) Schedule

(a) For contract start-up and transition-in, the contractor shall prepare and submit Certification Packages for all Contractor Owned and CO-Int systems and for any pre-existing GOCO system requiring an update due to the contractor assuming operational responsibility, per the following protocol:

1. The contractor shall submit the Certification Package to the CO for review and accreditation determination within 120 days after contract award.
2. NSF will review the Certification Package and the CO will provide the contractor with a determination of suitability: accepted or returned unaccepted for rework and resubmission. Government accreditation follows Government acceptance.
3. Within 180 days after contract award, the contractor must submit final Certification Packages to the CO for all Contractor Owned and CO-Int systems
4. Failure to receive NSF approval of a Certification Package constitutes non-compliance and the CO shall

SECTION H – SPECIAL CONTRACT REQUIREMENTS

respond with administrative actions as allowed by the terms and conditions of the contract.

(b) For the sustaining contract period of performance, which begins with the conclusion of the transition-in period, the contractor shall prepare and submit Certification Packages to the CO for NSF review and accreditation decision as follows:

1. For all GOCO systems, the contractor shall adhere to NSF specified certification schedules, updates, and criteria triggering a technology refresh.

2. For all Contractor Owned and CO-Int systems, the contractor shall establish certification schedules, update milestones, and refresh criteria and shall publish and maintain a master certification schedule showing all systems. This schedule shall be provided annually to the CO and shall be used to monitor contractor performance.

3. Failure to receive NSF approval of a Certification Package constitutes non-compliance and the CO shall respond with administrative actions as allowed by the terms and conditions of the contract.

g) Other Requirements

1) Configuration Management

(a) In acquiring, developing, supplying, operating, or maintaining information technology the contractor shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology (NIST) website at <http://checklists.nist.gov> or as otherwise directed by OMB.

(b) The use of common security configurations is mandatory. This requirement must include all common security configurations for computing and networking systems, as available, to contractor products and services delivered under this contract.

(c) The default NSF requirement for NIST common security configurations is 100% compliance by the contractor.

(d) The contractor shall not deviate from the NIST common security configurations without written authorization from NSF. The contractor shall follow NSF protocols when requesting deviation. A contractor request for deviation does not imply an obligation for NSF approval.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(e) The contractor shall implement software implementation, operation, maintenance, update, and/or patching in a manner that does not alter the configuration settings from the NSF approved configurations.

(f) The contractor shall validate all common security configurations using NIST approved Security Content Automation Protocol (SCAP) validated tools.

(g) The contractor shall incorporate the requirements of paragraph g)1)(a) as a flow-down requirement in all subcontracting activity which procure information technology products and services.

2) External Internet and/or Network Connections

(a) The contractor shall fully comply with NSF implementation for USAP Trusted Internet Connections.

(b) The contractor shall submit requests for non-NSF owned external Internet and/or network interconnections with USAP network IP address space to the CO for approval by the cognizant NSF program office managing USAP IT.

3) Data Calls

(a) The contractor shall comply with NSF program office and agency CIO data calls for IT and information security performance and/or reporting.

(b) The contractor response turn-around shall be timely, accurate, complete and in conformance with NSF requirements.

(c) Data calls may include, but are not limited to, metrics such as: patch management statistics, operating systems and application configuration compliance, vulnerability scan results and remediation status, Plan-of-Action-and-Milestones tracking, incidents, system administrator certification statistics, and security training statistics.

4) The contractor shall provide access to NSF designated personnel, including the Office of Inspector General, to the contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NSF data or to the function of computer systems operated on behalf of the NSF, and to preserve evidence of computer crime.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

5) The contractor must not use or redistribute any NSF information processed, stored, or transmitted by the contractor except as specified in the contract.

6) At the completion of the contract, the contractor shall return all NSF information and IT resources provided to the contractor during the performance of the contract and certify that all NSF information has been purged from contractor-owned systems used in the performance of the contract.

7) The contractor shall insert this clause (H.29) in all subcontracts:

- (a) Having physical or electronic access to NSF computer systems, networks, or IT infrastructure; or
- (b) Using information systems to generate, store, process, or exchange data with NSF or on behalf of NSF, regardless of whether the data resides on an NSF or a contractor's information system.

SECTION I – CONTRACT CLAUSES

I.1 NOTICE OF HYBRID CONTRACT

This is a hybrid contract consisting of FFP, CPAF, and CR contract types.

I.2 FAR CLAUSES REGARDING CONSTRUCTION OUTSIDE CONTINENTAL U.S.

Applicable FAR clauses addressing construction activities outside the Continental U.S. will be included in applicable contract modifications issued during the performance of the contract.

I.3 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-10	REPORTING SUBCONTRACT AWARDS	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997

SECTION I – CONTRACT CLAUSES

52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 1997
52.216-16	INCENTIVE PRICE REVISION--FIRM TARGET	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	APR 2008
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	APR 2008
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUN 2007
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-19	(a) Fill-in: \$ zero CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2008
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-5	TRADE AGREEMENTS	NOV 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984

SECTION I – CONTRACT CLAUSES

52.227-15	REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE	DEC 2007
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS	APR 2003
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-1	COST ACCOUNTING STANDARD NOTICES AND CERTIFICATION	OCT 2008
52.230-2	COST ACCOUNTING STANDARDS	OCT 2008
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
	ALTERNATE I	FEB 2002
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	JAN 1997
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	SEP 2008
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE	AUG 1987
	ALTERNATE II (APR 1984)	
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE II (APR 1984)	
52-244-2	SUBCONTRACTS	JUN 2007
	ALTERNATE I	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
	(MAY 2004)	
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

SECTION I – CONTRACT CLAUSES

I.4 52.217-8 OPTION TO EXTEND SERVICES (DEVIATION) (SEP 2008)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 18 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the contract expires.

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 13.5 years.

I.6 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who

SECTION I – CONTRACT CLAUSES

are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the contractor or certified as the exclusive bargaining representative of the contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

SECTION I – CONTRACT CLAUSES

(4) Contractor facilities where upon the written request of the contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the contractor's facilities if the Deputy Assistant Secretary finds that the contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

SECTION I – CONTRACT CLAUSES

I.7 52.222-49 – SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: _____ [*offeror to insert places or areas*]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 3:00 p.m. EST, 10 days from Request for Proposal (RFP) release.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.8 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and,

(2) Submit this estimate to the COTR.

I.9 52.227-3 PATENT INDEMNITY (JUL 1995) ALTERNATE I (APR 1984)

(a) The contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction

SECTION I – CONTRACT CLAUSES

work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

(c) This patent indemnification shall not apply to the following items: None

I.10 52.237.7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the contractor's professional medical judgment, diagnosis, or specific medical treatments. The contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

SECTION I – CONTRACT CLAUSES

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the contractor changes insurance providers, the contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the contractor shall furnish to the Contracting Officer.

I.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.acquisition.gov/far/>

SECTION J – LIST OF ATTACHMENTS

Attachment #	Description	Date	No. of Pages
1	Award Fee Plan, inclusive of Performance Metrics (for CPAF portion of the contract)	To be supplemented by offeror	TBD
2	Performance Work Statement	To be proposed by offeror	TBD
3	Real Property Listing and Depreciation Tables http://nsf.gov/about/contracting/rfqs/supp_ort_ant/docs/real_property_depreciation_fy2007_lg.pdf	September 30, 2007	4
4	Capital Equipment greater than or equal to \$25,000 http://nsf.gov/about/contracting/rfqs/supp_ort_ant/docs/004_25,000_equipment093007_lg.pdf	September 30, 2007	8
5	Accountable Property with acquisition cost greater than \$5,000 and less than \$25,000 http://nsf.gov/about/contracting/rfqs/supp_ort_ant/docs/005_5000_to_25000_equipment093007_lg.pdf	September 30, 2007	19
6	Non-Accountable and Sensitive Property (Government Furnished Property/Government Furnished Equipment) less than \$5,000	To be developed during transition-in (by the incumbent contractor and the awardee)	TBD
7	Assignable Subcontracts, Leases, Charters, and Operator Agreement Listing	October 10, 2008	1
8	Surveillance Plan(s), inclusive of Performance Metrics (for non-CPAF portions of the contract)	To be supplemented by offeror	TBD
9	Labor Rates (with applicable Wage Determination) IAW Service Contract Act	To be proposed by offeror	TBD
10	Subcontracting Plan	To be proposed by offeror	TBD

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 – Facilities Support Services.

(2) The small business size standard is \$32,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration (CCR), is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
-----	-----	-----	-----

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.2 COST ACCOUNTING STANDARDS (CAS) NOTICES AND CERTIFICATION
(JUNE 2000)**

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal and intends to use the previously submitted Disclosure Statement for performing this contract. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the CO immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the CO, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the CO immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES NO

K.3 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked "Yes" above, the offeror shall-- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and (2) Submit a description of the changed cost accounting practice to the CO and the Cognizant Federal Agency Official as pricing support for the proposal.

K.4 GOVERNMENT EMPLOYEE REPRESENTATION

The offeror states that he/she is is not a Government employee, and does does not represent a business concern or other organization owned, or substantially owned, by one or more Government employees.

K.5 IDENTIFICATION OF SUBCONTRACTORS

The following provision is for use in administering Equal Opportunity Programs. Offerors shall list below known subcontractors whose subcontracts will exceed \$1 Million:

K.6 SUBCONTRACTOR INFORMATION

If offeror proposes to subcontract any portion of this contract, the following subcontractor(s) information must be furnished.

SUBCONTRACTOR'S FIRM NAME

SUBCONTRACTOR'S ADDRESS

SUBCONTRACTOR'S CONTACT

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

SUBCONTRACTOR'S CONTACT TELEPHONE NUMBER

SUBCONTRACTOR'S ROLE IN THIS CONTRACT

SUBCONTRACTOR'S QUALIFICATIONS

SUBCONTRACTOR'S TRAINING

SUBCONTRACTOR'S REFERENCES

Name of Subcontractor	Address	Amount of Subcontract
_____	_____	_____
_____	_____	_____
_____	_____	_____

K.7 SIGNATURE BLOCK

I, the undersigned, do hereby attest that all representations and certifications made in this Section K are true.

Also, I, the undersigned, am aware of the penalties prescribed in 18 U.S. Code 1001 for making false statements in offers; and I am legally authorized to bind the company or organization represented.

(Signature)

(Date)

(Typed or Printed Name)

(Title)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

(Solicitation Number)

(Name of Company/Organization Represented)

(Address, including Zip Code)

(Telephone Number, including Area Code)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) – ALTERNATE IV (OCT 1997)
- 52.216-01 TYPE OF CONTRACT (APR 1984)
Type of contract is 'Firm-Fixed Price (FFP) for Transition-In; Cost-Plus-Award-Fee (Completion) (CPAF) for Integrated Operations & Science Support; Cost-Reimbursement (CR) for R/V Nathaniel B. Palmer Charter; Cost-Reimbursement (CR) for Land and Facilities at Christchurch, NZ; and, Cost-Reimbursement (CR) for Major Construction and Special Projects.'
- 52-217-5 EVALUATION OF OPTIONS (JUL 1990)
- 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS (OCT 2000)
- 52.222-24 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)
- 52.233-02 SERVICE OF PROTEST (SEP 2006)
Para (a) Official or location is:
National Science Foundation
4201 Wilson Blvd
Suite 475
Arlington, VA 22230'
- 52.237-01 SITE VISIT (APR 1984)

L.2 NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:

L.2.1 FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

- 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. The offeror is cautioned that the listed provisions may include blanks that must be

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer. Also, the full text of the FAR clauses may be accessed electronically at this address: <http://www.acquisition.gov/far/>

L.2.2 OTHER SOLICITATION PROVISIONS IN FULL TEXT

L.2.2.1 SUBMISSION OF COST OR PRICING DATA (FEB 2003) (TAILORED)

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within the Calendar Days specified in the CO's request.

L.2.2.2 FUNDING PROFILE

The anticipated funding profile for this requirement is set out below. These figures are approximate funding amounts only and are subject to change.

FY*	2010	2011	2012	2013	2014	2015
\$**	77.5	168.52	171.28	174.10	176.96	179.88

FY* (Con't)	2016	2017	2018	2019	2020	2021- 23
\$**	182.84	185.86	188.94	192.07	195.26	TBD

*Fiscal Year for the Federal Government.

**Dollar amounts are in the millions.

L.3 PRE-PROPOSAL ONE-ON-ONES

Pre-proposal one-on-ones shall be held only with offerors complying with early proposal submittal requirements (See L.7).

Date, time and location to be provided at a later date.

L.4 OFFEROR'S LIBRARY

The Government has established a website for additional information which may be relevant to the ASC acquisition. The website can be accessed at:

http://www.nsf.gov/about/contracting/rfqs/support_ant/index.jsp

L.5 COMMUNICATIONS REGARDING THIS SOLICITATION

All communication shall be limited to the CO. Any communications in reference to this solicitation shall cite the solicitation number and appropriate page and/or section number of the solicitation and be directed exclusively to: www.USAPrecompete@nsf.gov

L.6 INSTRUCTIONS TO OFFERORS - PREPARATION OF PROPOSALS

L.6.1 PROPOSAL PREPARATION AND SUBMISSION

L.6.1.1 The offeror's proposal should be specific, complete, and concise. Offerors are urged to examine this solicitation in its entirety and ensure their proposals contain all necessary information, provide all required documentation, and are complete in all respects since proposal evaluations will be based on the actual material presented and not on the basis of what is implied.

L.6.1.2 The offeror shall ensure that the cost proposal is consistent with the technical proposal in all respects since the cost proposal may be used as an aid to determine the Offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

L.6.1.3 NSF may reject any proposal that fails to comply with the stated proposal instructions as incomplete and technically unacceptable. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

L.6.1.4 Calendar days, unless otherwise specified, will include Saturdays, Sundays, and legal Federal holidays. Unless specified otherwise, if the last day falls on a Saturday, Sunday, or legal Federal holiday, then the period shall include the next working day.

L.6.1.5 The term "offeror" as used herein refers to the single legal entity, a "U.S. Firm", submitting an offer to NSF. The entity may be a corporation, a limited liability corporation, or other legal entity and may be pre-existing or newly formed for this contract. The entity must be legally established on or before the date of the early proposal submission (see paragraph L.7). The entity shall be totally responsible for all contract requirements.

L.6.2 PROPOSAL FORMAT AND CONTENT

L.6.2.1 Proposals shall be submitted in five (5) Volumes referenced below:

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Volume I	Transmittal Letter and Administrative
Volume II	Technical (Management Approach, Technical Approach, and Transition)
Volume III	Past Performance
Volume IV	Cost/Price
Volume V	Extent of Participation of Small Disadvantaged Business Concerns

L.6.2.2 Offerors shall only include cost/price information in Volumes I and IV. Offerors shall not include cost/price information in any other volume. Each volume shall include the detailed information outlined below so that it can be evaluated in accordance with the evaluation factors set forth in Section M, Evaluation Factors for Award.

L.6.2.3 Each volume of the proposal shall be separately bound in a three-ring loose leaf binder. Each volume shall contain, at a minimum, the information specified below:

- Cover Sheet – Clearly marked as to volume number, title, RFP number and offeror's name;
- Table of Contents;
- List of Tables and Drawings;
- Glossary/Acronym List of all abbreviations with an explanation for each;
- Cross-Reference Matrix; and
- Requested Volume Information.

L.6.2.4 No classified information shall be included in the offeror's written proposal or the offeror's oral presentation if oral presentations are conducted.

L.6.3 PROPOSAL PAGE LIMITATIONS AND SUBMISSIONS

L.6.3.1 Volume I, Transmittal Letter and Administrative, is not page limited. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMs (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, the solicitation number and Volume number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version.

L.6.3.2 Volume II, Technical, is limited to 200 pages. An original paper copy appropriately marked with fourteen (14) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, the solicitation number and Volume number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version. Key Personnel Resumes are limited to three (3) pages each, but shall be excluded from the 200 page limit.

L.6.3.3 Volume III, Past Performance, is limited to 30 pages. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with Word 2003) shall be provided. Each CD submitted

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

shall include an external label with the Offeror's name, date of proposal, the solicitation number, and the Volume number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version.

L.6.3.4 Volume IV, Cost/Price, is not page limited. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, the solicitation number, and the Volume number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version.

L.6.3.5 Volume V, Extent of Participation of Small Disadvantaged Business Concerns is limited to 25 pages. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, the solicitation number, and the Volume number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version.

L.6.3.6 Items excluded from page count limits include volumes indicating "not page limited"; Award Fee Plan; Surveillance Plan(s); Performance Work Statement; title page/cover pages; tables of contents; cross-reference matrices; list of figures/acronyms; list(s) of tables and drawings; indexes; tab/page dividers; Letters of Commitment; client authorization letters; past performance information cover letter; past performance questionnaires; Subcontractor Consent Forms; and, totally blank pages. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that section's applicable page limitation. The Award Fee Plan, Surveillance Plan(s) and Performance Work Statement shall not be page restricted regardless of their volume location. The number of key personnel for which resumes are submitted is not limited, however, the resumes themselves are limited to three (3) pages each.

L.6.3.7 Pages submitted in excess of page limitations will not be evaluated by NSF.

L.6.3.8 Reserved.

L.6.3.9 Page Set-Up/Font Size/Lines on Page. All volumes shall be prepared using Microsoft Office 2003. Only 8 ½ x 11 inch, portrait format pages are acceptable for text-oriented material (hereafter referred to as "text"). Landscape (8 ½ x 11 inch) pages are permitted for charts or graphs only. Up to ten (10) 11 x 17 inch foldouts will be allowed in Volume II, Technical. Each foldout will be single-sided and will be counted as one page. Single-sided foldouts (11 x 17 inch) are permitted for Volume I, Cost/Price, without page restriction. Text must be in Arial 11-point font size ("narrow" font versions are not acceptable) and have proportional spacing. Font size for graphics, figures and tables must be no smaller than 8-point with proportional spacing on embedded text except where data is only being used as a sample and readability is not intended. All formulas will be provided and/or visible on all calculated values on spreadsheets. Margins on edges of each page will be at least 1 inch with the

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

exception that the left margin be 1 ½ inches. Text will be single spaced and separation between paragraphs will be double spaced. Single spacing may be used for figures and tables. Use single column formatting only; multi-column formatting is not allowed. Text must be wrapped around for figures and tables. Proposals must not be supplemented by reference documents except as specifically allowed in the RFP. Color may be used at the discretion of the offeror for graphics. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission.

L.6.3.10 Page Numbering. Pages in each volume shall be single-sided and must be numbered sequentially and consecutively. Qualifying pages partially used will be counted as one qualifying page.

L.6.3.11 Page Labeling. Include RFP number, volume, and page number in the lower right hand margin of all pages. Blank pages will contain the marking "Page Intentionally Left Blank". It is the offeror's responsibility to ensure data considered sensitive is marked in accordance with FAR 52.215-1. Company name and proprietary information notices must be placed in top and/or bottom margins.

L.6.3.12 Deviations/Waivers/Exemptions. The offeror shall include any requested waivers of any solicitation provisions or contract clauses and describe any exemptions from or deviations to any other solicitation requirements. Deviations/waivers/exemptions from these instructions will be reviewed by the CO to ensure that no offeror receives an unlawful competitive advantage. Any unlawful competitive advantage may result in the proposal being determined noncompliant with the RFP requirements.

L.6.3.13 Reserved.

L.6.3.14 Department of Labor (DOL) Position Titles. The Service Contract Act (FAR 52.222-49) is applicable to contract performance taking place within the United States. Offerors should make every effort to use applicable DOL Position Titles from the DOL Directory of Occupations and the Area Wage Determination (AWD) where appropriate. Every effort should be made to minimize the number of "conformed" employees. Minimizing conformed positions minimizes the time delay and administrative uncertainty associated with the DOL review and approval process. A "conformed" position is one in which the class of service employee (non-exempt) is not listed in the AWD and is classified (subject to DOL approval) by the contractor so as to provide a reasonable relationship between the unlisted position and the classifications listed in the AWD (Ref. CFR Title 29, Part 4.6). Persons that are employed in a bona fide executive, administrative or professional capacity and satisfy the conditions described in CFR Title 29, Part 541, are "exempt" from the wage requirements related to "service employees". The above definitions are a summary of portions of the CFR Title 29 and should be used for information only. Refer to CFR Title 29 and FAR 52.222-41 for more details.

L.7 PROPOSAL SUBMISSION INFORMATION

L.7.1 Early submittal is required for Cognizant Federal Agency information (including name of agency, point of contact at agency, telephone number, address, fax number

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

and e-mail address) and Volume III, Past Performance, on or before **January 5, 2009, 2:00 p.m. local time**. All other volumes (Volumes I, II, IV and V) shall be submitted on or before **February 23, 2009, 2:00 p.m. local time**, at the designated Government address. If the offeror elects to forward the proposal by means other than U.S. mail, it assumes the full responsibility for ensuring that the proposal is received by the date and time specified in this paragraph. Proposals must be sealed as if for mailing. Proposals will not be accepted by e-mail. Late proposals, modifications, revisions, and withdrawals will be treated in accordance with FAR 52.215-1. Be aware that heightened and varying security requirements may preclude or delay access to NSF; however, such circumstances will not provide a basis for acceptance of a proposal that arrives at the place specified after the exact time specified.

L.7.2 If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

L.7.3 Proposal information and volumes must be addressed and labeled as follows:

RFP Number: DACS08P2215
ATTENTION: NSF MAILROOM - DO NOT OPEN
DELIVER DIRECTLY TO ROOM 475

National Science Foundation
Division of Acquisition and Cooperative Support (DACS)
4201 Wilson Boulevard, Suite 475
Arlington, VA 22230
ATTN: Gunther Imer, Contracting Officer

If hand-carried, proposals must be delivered to the room number identified above (after being examined by security personnel).

L.7.4 The offeror shall include a point of contact (name, telephone number, e-mail address, and fax number) that can assist the CO with questions/problems associated with the offeror's proposal submission.

L.8 VOLUME I - TRANSMITTAL LETTER AND ADMINISTRATIVE INFORMATION

L.8.1 Each offeror shall submit a Transmittal Letter and Administrative Information volume. The transmittal letter shall be executed by a corporate executive with authority to bind the offeror to its proposal. The transmittal letter shall contain the following information at a minimum:

- The solicitation number;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

which prices are offered at the price set opposite each Contract Line Item Number (CLIN);

- Names, titles, and telephone, facsimile numbers and e-mail address of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

L.8.2 The offeror shall submit the following administrative information:

- a) Completed and executed Standard Form (SF) 33, Solicitation, Offer and Award with an original signature along with completed Sections B through K. The person executing the SF-33 must have the authority to commit the offeror to all of the provisions of the resulting contract. In Block 14 of the SF-33, the offeror must acknowledge receipt of all amendments to the RFP as required by FAR 52.215-01.
- b) By signing and submitting the SF-33, the offeror commits to accept the resulting contract and accedes to the contract terms and conditions as written in the RFP, Sections A through K.
- c) For RFP Sections B through K, you are cautioned to review these sections carefully and complete any necessary fill-ins and certifications. For example, proposed prices for each CLIN for the Base and Option periods in Section B must be inserted in the spaces provided, unless provided by the Government. Also, all attachments included under Section J need to be provided. Note that the PWS (Section J Attachment 2) and surveillance plans (Section J Attachments 1 and 8) to be provided by the offeror will be included in both Volume I and Volume II.
- d) The offeror shall submit fully completed Section K, Representations, Certifications, and Other Statements of Offerors (Representations). All of the offeror's parent organization(s) must separately complete, sign, and submit the Section K Representations.
- e) The offeror shall provide copies of letters of intent or other agreements from financial institutions that have extended lines of credit to the individual contractor or team and the credit amount.
- f) The offeror shall provide Articles of Incorporation, By-Laws, Joint Venture Business Partnership Agreements (if applicable), and Business Reorganization data (applicable where offeror intends to establish a separate division or organizational function to serve as the contractor). For joint ventures only, the offeror shall provide a copy of the Joint Venture Business Partnership Agreement

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

and a written narrative detailing the corporate parents’ financial and other commitments to the joint venture.

- g) The offeror shall provide a narrative identifying which administrative systems are currently approved by the Government and the Cognizant Federal Agency (i.e., contracting/auditing activities). NSF reserves the right to verify any and all information with the Cognizant Federal Agency. Cognizant Federal Agency contact information shall be provided, including name of activity, point of contact, telephone number, address, fax number and e-mail address.
- h) Organizational Conflict of Interest (OCI) Mitigation Plan: The potential for organizational conflict of interest exists during the performance of this contract. Accordingly it is the responsibility of each offeror to identify known and potential OCIs that may be encountered during the performance of this contract. Each offeror is required to submit a mitigation plan that addresses how your organization intends to resolve any organizational conflict of interest issues that may now exist or may be encountered during the performance of the contract. Only contractors submitting acceptable mitigation plans will be eligible for award. Refer to the Section H -13 OCI Clause to ensure your plan addresses all requirements.
- i) Exceptions taken to terms and conditions of this RFP, to any of its formal attachments, or to other parts of the RFP shall be identified as such. Each exception shall be specifically related to a paragraph and/or a specific part of the RFP to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule and cost and specific requirements of the RFP. This information shall be provided in the format and content of the RFP Exceptions Table below.

RFP Exceptions Table to be completed by the offeror:

RFP Document (SOO, etc...)	RFP Page and Para	Requirement	Rationale for exception

L.9 VOLUME II - TECHNICAL PROPOSAL

The Technical Proposal shall consist of the following sections:

- SECTION 1 - Management Approach
- SECTION 2 - Technical Approach
- SECTION 3 – Transition

L.9.1 MANAGEMENT APPROACH (Volume II, Section 1)

L.9.1.1 The offeror shall submit a Management Plan that describes its management approach. The offeror shall demonstrate its understanding of the Program's overall mission, objective, and requirements and its ability to manage all aspects of the contract in an efficient, effective, and optimized manner.

L.9.1.2 The offeror's Management Plan shall include an organizational structure that breaks down to the appropriate level of supervision and key personnel to provide for efficient management of work. The narrative of the proposed organization shall describe lines of authority of the organization, the authority and responsibilities of key personnel, and the offeror's proposed interfaces with its teaming partners and subcontractors. Offerors proposing subcontractors, teaming arrangements or joint ventures shall provide a narrative description of the subcontracting management approach. The offeror shall identify each proposed team member, the contractual/business relationship between the offeror and each team member, and the function to be performed by each team member.

L.9.1.3 The offeror shall address its staffing and key personnel approach supporting the USAP requirements. Offerors shall identify the specific key person proposed and provide a resume for each such individual. Each resume shall detail the individual's education, experience, and other qualifications for the proposed position. Within the Management Plan, the offeror shall describe the responsibility, accountability, and decision-making authority vested within each proposed key personnel position. The offeror shall describe the key person's working interfaces with NSF.

At a minimum, the offeror shall provide:

- a) Resumes using the format shown in Attachment L-1 for the key personnel proposed. With the submission of resumes, the key persons and the offeror authorize NSF to contact any references and previous employers to verify accuracy of the resume.
- b) A description of its plan to obtain an appropriately skilled workforce including proposed executive, managerial, supervisory, and licensed professions, such as doctors and registered engineers, that match the positions to be filled. The offeror shall provide a consolidated listing, by position, of the professional certifications, licenses, or credentials required and cross reference it to the organization chart.
- c) A description of the approach for ensuring the workforce continuously maintains the appropriate mix of critical skills and qualifications necessary to accomplish the work requirements over the life of the contract.
- d) A narrative to discuss its approach for accommodating fluctuating workloads

L.9.1.4 The offeror shall propose surveillance plans appropriate for a hybrid contract type. These surveillance plans shall include an Award Fee Plan for the CPAF portion of the contract in both Volume I (under Section J, Attachment 1) and Volume II. The Surveillance Plan for non-CPAF portions of the contract shall be included in both Volume I (under Section J, Attachment 8) and Volume II. The Government will be providing basic information for these plans (See Section J, Attachments 1 and 8) which shall be supplemented by the offeror. The offeror's surveillance plans shall furnish effective performance measures and metrics as well as incentives and disincentives which will permit the USAP to measure and evaluate the contractor's success in meeting and exceeding the key performance objectives. The offeror shall furnish metrics that are clear and relevant to performance and ease of assessment/ measurement.

L.9.1.5 The Offeror shall provide a narrative that describes its quality management approach to ensure effective planning, operation, and control of processes and work activities. The plan should detail how the offeror will control the quality of the contract services delivered and how the proposed control mechanisms will enable the offeror to meet the priorities and performance expectations of NSF.

L.9.2 TECHNICAL APPROACH (Volume II, Section 2)

The offeror shall furnish a comprehensive and integrated technical proposal that includes a PWS (to be included in both Volume I (under Section J, Attachment 2) and Volume II) addressing the methodology for achieving the contract objective and requirements of the five functional areas identified in the SOO. The offeror's technical approach shall be proposed within the requirements cited in the SOO, taking into account proposed resources, costs, risk, schedule and applicable constraints. Within the technical proposal, the offeror shall identify the risks and propose risk mitigation strategies to achieve program success and a narrative providing the offeror's rationale for determining which constraints were applicable. The offeror shall provide information that demonstrates the understanding of the USAP mission and the extent to which its innovative and creative approaches will streamline processes for greater effectiveness, enhanced efficiencies, and reduced costs. At a minimum, the technical proposal shall address the following functional areas:

- a) Technical Management and Administration;
- b) Science and Technical Project Services;
- c) Information Technology and Communications;
- d) Infrastructure, Operations, and Professional Services;
- e) Transportation and Logistics.

L.9.3 TRANSITION (Volume II, Section 3)

L.9.3.1 The offeror shall furnish a comprehensive and integrated Transition Plan (inclusive of the transition-in and transition-out periods of performance). It shall address the methodology for both phasing in and phasing out of the contract while minimizing disruptions and inefficiencies and maintaining uninterrupted services to the USAP. The offeror's approach to the transition-in period shall address how the offeror will assume full contractual responsibility for the entire proposed PWS. The offeror's approach to the transition-out period shall address how the offeror will transition full responsibility of the contract operations. Each transition period will be six months in duration.

L.9.3.2 At a minimum, the Transition Plan (inclusive of the transition-in and transition-out periods of performance) shall include the following:

- a) mobilization of transition team;
- b) establishment of central program office; and
- c) execution and management of specific transition tasks.

L.9.3.3 The Transition Plan shall include a schedule in graphic format showing the timing and sequence of mobilization tasks. The transition schedule shall be accompanied by an explanatory narrative that addresses the following:

- a) The offeror shall designate principal transition team members by name, position, start date, and responsibilities.
- b) If transfer of existing USAP databases to other hardware/software formats is proposed, the offeror shall explain how and when the proposed formats/systems and their capabilities will be demonstrated prior to effecting any transfer.
- c) The offeror shall furnish a plan to assume subcontracts, real property leases, other agreements, commercial air travel agreements, and other instruments that will impact the offeror's ability to commence performance on the contract start date.
- d) The offeror shall identify the risks to the transition effort and include mitigation and contingency plans in the event the transition cannot be executed on schedule.

L.10 VOLUME III - PAST PERFORMANCE

L.10.1 Each offeror shall submit a past performance volume which identifies contracts with recent and relevant performance. Recency is defined as performing within the past five (5) years from the RFP release date. Relevancy is defined as past

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

performance which exhibits: similar program complexity; similar size; similar contract type; similar scope and same division of company doing the work; same critical subcontractor interaction. Past performance information may include data on efforts performed by other divisions, corporate management, and critical subcontractors or teaming contractors, if such information is relevant to the subject acquisition and will influence the performance of the proposed effort.

L.10.2 The offeror shall identify a maximum of three (3) contracts which meet the recency definition and are considered relevant to this requirement

L.10.3 The offeror shall provide the following information in connection with each of the contracts identified in L.10.2 above:

- a) Offeror's or subcontractor's Company/Division Name/Business Unit performing the work;
- b) Program Title;
- c) Address of the Government agency (Federal, state or local), contracting activity or company name;
- d) Contract/subcontract number;
- e) Contract type;
- f) Original contract dollar value and current contract dollar value, and a brief description for any difference;
- g) Current status of the contract (i.e., in-progress, completed);
- h) Final amount invoiced (if completed) or amount invoiced to date (if on-going);
- i) Date of contract award and period of performance (including option periods and award term periods, if applicable);
- j) A brief description of contract effort and the services performed;
- k) State performance responsibility as either prime contractor or subcontractor;
- l) Description of contract work and relevancy to the subject RFP requirements;
- m) Description of problems or obstacles encountered on the contract and corrective actions taken to resolve the problems or obstacles;
- n) Name, mailing address, e-mail address, telephone number, and fax number of the following contract references:
 - i. CO or company business manager and Administrative CO, and
 - ii. COTR or company principal technical point of contact.

L.10.4 The Government reserves the right to contact the offeror's references and any other parties in order to verify and obtain performance information.

L.10.5 The offeror shall complete the Past Performance Cover Letter (Attachment L-2) and forward this cover letter along with the Past Performance

Questionnaire (Attachment L-3) to the references associated with the contracts identified under L.10.2. The Past Performance Questionnaire will be submitted by the reference directly to the NSF CO at the designated fax or e-mail address. The offeror shall also submit written consent from its proposed subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the offerors.

L.11 VOLUME IV - COST/PRICE PROPOSAL

L.11.1 NOTICE

By submitting a proposal, the offeror grants the CO or an authorized representative the right to examine records that formed the basis of the cost/price proposal. That examination can take place at any time before award. It may include books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed cost/price.

L.11.2 GENERAL INFORMATION

L.11.2.1 General Instructions - This section contains general instructions specific to Volume IV Cost/Price Proposal. The offeror shall provide the following general information as an introduction to Volume IV:

- (1) Solicitation number;
- (2) Name and address of offeror;
- (3) Date of submission;
- (4) Name, telephone number, fax and e-mail address of point of contact;
- (5) Name of contract administration office (if available);
- (6) Proposed total estimated cost/fees (including Government-provide NTEs) set out by CLIN structure and Work Breakdown Structure (WBS);
- (7) Offerors shall agree to and include the following statement with the cost/price proposal submission: "This proposal reflects our estimates and/or actual costs as of this date and conforms to the instructions in FAR 15.403-5(b) (1). By submitting this proposal, we grant the CO and authorized representative(s), the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form, or other supporting information specifically referenced or included in the

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

proposal as the basis for pricing, that will permit an adequate evaluation of the proposed cost/ price”, and

(8) Name, title and signature of authorized representative.

L.11.2.2 Subcontractor Information Submittal Requirements

For purposes of the Cost/Price proposal and information required to be submitted in Volume IV, Sections 1 and 3 only, “subcontractor” shall be defined as those subcontractors with proposed costs greater than \$1,000,000 per year and/or a total anticipated expenditures of \$13,500,000 over the total contract period. Cost and Pricing Information as detailed below in Volume IV Sections 1 and 3, need not be provided for those subcontractors that do not exceed this threshold. Also excluded are assignable subcontracts, charters, and leases as identified by NSF.

L.11.3 COST AND PRICING INFORMATION

(Defined as “other than cost or pricing data” in accordance with FAR 15.403-1(b) and 15.4033(a)) shall be submitted for the prime and all subcontractors (see information on Section 2 below, L.11.7.1.2). Subcontractors wishing to protect proprietary cost information may submit their information directly to the NSF CO; however, they must comply with all RFP labeling requirements and other RFP requirements, i.e., formatting, minimum information, etc... Cost and pricing information beyond that required by this instruction shall not be submitted, unless the offeror/subcontractor considers it essential to document or support a cost/price position. All information relating to the proposed cost/price including all required supporting documentation must be included in the Cost/Price volume. Under no circumstances shall cost or pricing information/documentation be included elsewhere in the proposal.

L.11.4 COST/PRICE REASONABLENESS AND REALISM

In accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data may be required to support cost/price reasonableness and realism. Information shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the CO determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit cost or pricing data. Should adequate price competition not exist after receipt of proposals, the provisions of FAR Part 15.403-4 shall apply, and the offeror will be asked to provide certification of cost or pricing data.

L.11.5 SUBMISSION OF COST MODELS

The offeror is required to submit electronic cost/price models in support of its proposed costs/prices as stated above. All cost/price models submitted must be consistent with the approved estimating system and must duplicate the logic and mathematical formulas reflected in the paper copies of the proposal. Cost/price models submitted must comply with the following format requirements:

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

- a) Data file shall be submitted on a CD-ROM.
- b) Data files shall be accessible by a PC-based computer running MS Windows 2003.
- c) Data file shall be .XLS file format (MS-Excel 2003) compatible format in the formula (not value) format (i.e. the cells contain the formula not just the end value).
- d) Do not password protect cost/price models.
- e) All electronic spreadsheets shall be self calculating and shall not contain hidden cells.

L.11.6 COGNIZANT FEDERAL AGENCY

Provide the following information on the cognizant Government audit agency (i.e., DCAA) and, if applicable, Government contract administration agency (i.e., DCMA):

- Name of agency
- Point of contact at agency
- Telephone number
- Address
- Fax number
- E-mail address

The offeror shall submit a copy of its Cost/Price Proposal to the cognizant Government audit agency concurrent with its submission to NSF.

L.11.7 CONTENT OF VOLUME IV, COST/PRICE

Offerors should include an overall Table of Contents for Volume IV, Cost/Price.

L.11.7.1 SECTION 1 - BASIS OF THE ESTIMATE

L.11.7.1.1 General Explanation of Section 1

This section explains the methodology and assumptions used in preparing the estimated cost and pricing information contained in the proposal. Offerors should ensure this section adequately explains how the Cost/Price proposal was developed. The following types of information should be included in this section: labor rates, labor hours per year, labor category mix, fringe benefit rates and bases, explanation of fringe benefits provided to employees, Overhead and G&A or Indirect Cost rates and application bases, escalation rates and assumptions, costing of interdivisional transfers, and the method of costing special cost items. Offerors should include a short explanation of applicable

business systems, such as accounting, billing, estimating, purchasing, etc . . . , which would aid in understanding the proposal preparation process. Offerors should explain any assumptions made regarding the use of Government Furnished Equipment (GFE), Government Furnished Property (GFP) and or Government Furnished Software (GFS) on this contract.

L.11.7.1.2 Offerors should ensure Section 1 includes the following:

- a) Table of Contents; summary descriptions of estimating, purchasing, and accounting systems; changes to estimating, accounting practices, Cost Accounting Standards (CAS) Disclosure Statement and any changes to the CAS Disclosure Statement for the proposed effort; and, any other required information not included in Sections 2 and 3.
- b) Estimating Methodology - Any information reasonably required to explain the offeror's estimating process must be submitted with the proposal, including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and any assumptions that were made. Contingencies shall not be included in the proposed cost/price.
- c) Estimating System - Provide a summary description of the offeror's standard estimating system or methods. The summary description shall cover each major cost element separately (e.g., labor, indirect costs, other direct costs, overhead, G&A, etc.). The offeror shall identify any deviations from standard estimating procedures used in preparing the cost/price proposed. If necessary, reasonable and supportable allocation techniques may be used to spread hours and/or costs to lower levels of the Work Breakdown Structure (WBS).
- d) Purchasing System - Provide a summary description of the offeror's purchasing system or methods (e.g., how material requirements are determined, how sources are selected, when firm quotes are obtained, what provision is made to ensure quantity and other discounts). Also, identify any deviations from standard procedures used in preparing this proposal.
- e) Accounting System – Provide a summary description of the offerors accounting system and chart of accounts (how costs are accumulated and charged to project cost accounts). Also, identify any deviations from standard procedures used in preparing this proposal.
- f) Labor Category Skill Mix - Explain how the proposed labor category/skill mix has been derived. Provide a brief description of the personnel classifications or job evaluation plans identifying the classes of labor and determining title and pay levels for individuals employed by your company. Also identify any deviations from the offeror's standard procedures in preparing this proposal.
- g) Define the number of hours per FTE man year. Provide an explanation where special arrangement for shift time duty or other requirements are necessary. If labor hours have been estimated based upon other than past experience, provide detailed rationale on how they have been estimated. Provide position salary rates (blended or actual), escalation rates, and any other cost assumptions used that will assist NSF in evaluating the Cost/Price Proposal.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

h) Schedule of Rates - Submit a schedule showing all proposed direct and indirect rates by Government fiscal year. This schedule is to include (but separately identify) contractor, subcontractors and interdivisional rates. If subcontractor or interdivisional rates are not available due to their proprietary nature, these companies shall submit their rate information directly to the NSF CO referencing this solicitation number and must comply with all other submittal requirements mentioned above. Explain if proposed indirect costs for this award differ from the approved negotiated rates.

i) Other information such as identifying Government Furnished Property/Government Furnished Equipment (GFP/GFE), base support, inflation rate summary, or currency conversion not provided in the solicitation. List any exception to the solicitation and any assumptions made in the proposed approach. Provide complete rationale for any exceptions and/or assumptions.

L.11.7.2 SECTION 2 - COST AND PRICING INFORMATION

L.11.7.2.1 General Explanation of Section 2

a) Section 2 shall contain the actual cost and pricing information (“other than cost and pricing data”) used to develop the total estimated cost. The total estimated cost of all CLINs (“offeror-to-propose” and “Government-provided NTEs”), including the Transition-In CLIN, should be reflected in the Work Breakout Structure (WBS). Government-provided NTE costs should be reflected in the WBS without supporting cost information. Supporting cost information should be provided for all costs/prices proposed by the offeror. The WBS shall be set out in formats in Attachment L-4, Cost Model, and Attachment L-5, Work Breakout Structure. Attachment L-4, Cost Model, should include costs by individual WBS element. Attachment L-5, Work Breakout Structure, should be the roll up of the individual WBS elements. Attachment L-6, Sample WBS, is a notional diagram that is being provided for references purposes and is not a mandatory format.

b) Cost/Price Reasonableness and Realism - Offerors are required to submit “other than cost or pricing data” information which will be used to evaluate the reasonableness and realism of the proposed cost/price. Compliance with these instructions is mandatory and failure to comply may result in rejection of a proposal. Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic proposal. Offers should be sufficiently detailed to demonstrate their reasonableness and realism. The burden of proof for credibility of proposed costs/prices rests with the offeror.

L.11.7.2.2 Offerors should ensure that Section 2 includes the following:

- a) Table of Contents.
- b) Cost or pricing information supporting all proposed CLINs. For example, for the

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Transition-in CLIN the offeror shall provide a cost estimate for all transition-in activities on a FFP basis. Proposed costs must be broken down to the WBS level 5 by the following major cost elements: direct labor (number of labor hours and dollars), fringe, travel, and other direct costs. Proposed indirect cost rates shall also be included.

c) Cost Model – Provide a cost model that estimates the total cost (including all costs and fees) to the Government over the performance period (including basic and all options). The cost model and basis of estimate (BOE) information used to calculate the total cost shall be included. The cost model and BOE information shall track between the proposed PWS and Work Breakdown Structure (WBS) and shall cross reference to the SOO functional areas, the Technical Proposal and CLINs along with the other required area set out in the Cross Reference Matrix. Offerors shall use the format set out in Attachment L-4 for preparing the overall cost model. The cost model shall reflect the offeror's overall technical solution.

d) Provide a functional or summary analysis for each WBS element describing the tasks to be performed under the WBS. NSF requires WBS detail to level 5.

e) For each WBS description, provide staffing by position title and Full Time Equivalent (FTE). Define the number of hours per FTE man year. Provide an explanation where special arrangement for shift time duty or other requirements are necessary. Provide the costs in accordance with Attachments L-4 and L-5 and the required RFP cross-reference matrix to permit NSF to track proposed labor to tasking (consistent with WBS level 5) to support cost realism analysis.

f) Subcontractors and Interdivisional Transfers - Submit a list of the proposed subcontractors and interdivisional transfers showing (a) the supplier, (b) description of effort, (c) type of contract, and (d) cost/price included in the offeror's proposal to the Government.

g) Address costs associated with subcontracts, leases, and charters that will be managed.

L.11.7.3 SECTION 3 - OTHER COSTING INFORMATION

L.11.7.3.1 General Explanation of Section 3

a) This section shall include other information necessary to verify and evaluate the cost proposal and assumptions identified in Sections 1 and 2 above. Included within this section should be: Contact information for the Cognizant Federal Agency, financial statements from the previous three (3) completed fiscal years, the most current Cost Accounting Standards (CAS) Disclosure Statement, any adequacy and/or non-compliance determinations, corrective action plans instituted to mitigate non-compliance issues, any recent (within the last 3-5 years) Cognizant Agency approvals of business systems (such as accounting, billing, estimating, purchasing, and etc), copies of negotiated Indirect Cost rate and forward pricing agreements, and required certifications and representations (items required by Section K).

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

b) Excluded from Section 3 are costs associated with assignable subcontracts, charters, and leases which the offeror will continue and costs associated with Government-provided NTEs. Also excluded are subcontracts with a proposed cost of \$1,000,000 or less and/or total anticipated expenditures less than \$13,500,000 over the total contract period.

L.11.7.3.2 Offerors should ensure Section 3 includes the following:

a) Cost and pricing information for the offeror and all subcontractors with proposed costs greater than \$1,000,000 per year and/or total anticipated expenditures of \$13,500,000 over the total contract period.

b) Information on the offeror and subcontractors' financial condition. Copies of annual financial statements in the form of balance sheets, profit and loss statements, and annual reports for the offeror and subcontractors for the last three (3) consecutive years of operation, and other documentation to clearly explain its current financial strength, resource capability and current credit rating.

c) A copy of the most recent Cost Accounting Standards (CAS) Disclosure Statement, or a Cost Policy Statement explaining treatment of classifications of indirect cost, direct cost, and under what circumstances costs are charged as both direct and indirect.

d) Identify, whether the organization is subject to cost accounting standards (CAS); whether the organization has submitted a CAS Disclosure Statement, and if it has been determined adequate; whether the organization has been notified that it is or may be in noncompliance with the Disclosure Statement; and, whether the proposal is consistent with the organization's established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;

e) Explain any aspect of this proposal that is inconsistent with the organization's disclosed practices or applicable CAS. Include corrective action plans and mitigation efforts to address inadequate or inconsistent CAS Disclosure Statements;

f) Explain fringe benefits provided and fringe benefit rates. Include the calculations for each class of employee if different fringe benefit rates are used.

g) Copies of most current negotiated or approved indirect cost rate agreements (or Overhead and G&A rates) and any approved forward pricing rate agreements.

h) Indicate whether the Cognizant Federal Agency has approved the following systems and if so, provide a copy of most current approval letters: Estimating System, Billing System, Accounting Systems, Purchasing System, Property Management System, and any other relevant business or financial systems.

L.12 VOLUME V – EXTENT OF PARTICIPATION OF SMALL DISADVANTAGED BUSINESS CONCERNS

L12.1 Subcontracting Plan

If the offeror is other than small business, the offeror shall submit a Small Business and Small Disadvantaged Business Subcontracting Plan, in accordance with FAR Subpart 19.7 and FAR 52.219-9. Failure to submit such a plan will render the offeror ineligible for award. The goals, stated below, should be used as guidance for developing a subcontracting plan in response to this RFP. In addition, offerors shall also provide a record of previous performance in carrying out the goals of subcontracting plans by filing the annual and semi-annual reports in the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov. If the offeror has had no previous contracts requiring a subcontracting plan, include a statement to that effect in the proposal. The goals listed below represent the subcontract dollar percentage of total contract dollars. Provide details, percentages, performance incentives, and evidence of corporate commitment for each small business category addressed. In addition, offerors shall provide the anticipated dollar amount for each of the small business categories. The total contract dollar amount proposed will be compared to total subcontract dollars proposed to determine a percentage of total subcontract dollars for each of the categories:

Total Small Business	28.3%
8(a) Business	2.5%
Small Disadvantaged Business	5.0%
Women-Owned Business	5.0%
HUBZone Business	3.0%
Service Disabled Veteran Owned Business	3.0%

L.12.2 *NOTE:* Contract awards placed by both the prime contractor and all first tier subcontractors may count towards achieving the goals set forth above.

L.13 CROSS REFERENCING

Each volume shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal.

L.14 CROSS REFERENCE MATRIX

General instructions regarding the completion of the Cross Reference Matrix: If this matrix conflicts with any other requirement, direction or provision of the solicitation, the other reference shall take precedence over this matrix. All RFP references in the cross reference matrix shall be for informational purposes. In particular, Section M references in the matrix are for informational purposes only and the Government shall be obligated to evaluate proposals solely in conformance with the provisions of Section M of the solicitation.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Cross-Reference Matrix to be completed by the offeror:

SOO Para Reference	PWS Reference	WBS Reference	Offeror's Volume, Chapter, Page & Para Proposal Ref	RFP Para Reference Including Section	CLIN Reference	Section F Deliverable Reference	Section L Para Reference	Section M Para Reference

L.15 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 365 calendar days after the required date for receipt of offers (proposals).

L.16 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is unrestricted and contains no set-aside provisions. The applicable North American Industry Classification System (NAICS) code is 561210, Facilities Support Services, which has a small business size standard of \$32.5M.

L.17 ALTERNATE OFFERS (PROPOSALS)

Alternate offers (proposals) are not solicited and will not be evaluated.

L.18 FALSE STATEMENTS

Offers and proposal information must set forth full, accurate, and complete information. The penalties for making false statements are prescribed in 18 U.S.C. 1001.

L.19 EXPENSES RELATED TO OFFER AND OTHER WRITTEN AND ORAL INFORMATION

This RFP does not commit the Government to pay any costs incurred in the submission of any offer (proposal) and other written and oral information, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.20 NON-FEDERAL PERSONNEL SUPPORT

Offerors are advised that NSF support contractor personnel may provide advice and assistance to the Government during the evaluation of proposals. These persons shall be authorized access to those portions of the proposal data and discussions that are necessary to enable them to provide advice. These contractor personnel will be required to protect the confidentiality of any specifically identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. The contractor personnel shall be expressly prohibited from scoring, ranking, or recommending the selection of an offeror for contract award.

L.21 RESPONSIBLE PROSPECTIVE CONTACTORS

NSF may solicit pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.22 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR

No on-site contacts of any kind with employees of the current incumbent contractor are permitted related to this RFP with the exception of Government-lead site visits. Contacts with employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations.

L.23 SERVICE OF PROTEST (FAR 52.232-2, AUG 1996)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and any protests that are filed with the Government Accountability Office (GAO), shall be served on the CO (addressed as follows) by obtaining written and dated acknowledgement of receipt from National Science Foundation, Division of Acquisition and Cooperative Support, 4201 Wilson Boulevard, Suite 475, Arlington, VA 22030, ATTN: CO. The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

L.24 AWARD OF CONTRACT TO U.S. FIRMS AND CITIZENS ONLY

The resulting contract from this solicitation shall be made only to a U.S. Firm. Any teaming through subcontracting must be between U.S. Firms. "U.S. Firm" is defined as an organization which is incorporated and located within the United States of America. Additionally, all personnel performing work being reimbursed to the contractor as a direct cost, or by the contractor to its affiliates, consultants, or subcontractors as a direct cost

under any sub-agreement, must be U.S. citizens. The exceptions to the above are for (i) approved host country activities in New Zealand, Chile, Argentina, and other countries from which the U.S. Antarctic Program operates from time-to-time; and (ii) maintenance, testing and calibration services, and (iii) other activities as approved by the CO.

L.25 DISCREPANCIES

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale.

L.26 NSF ACQUISITION OMBUDSMAN (May 2008)

a) An NSF Acquisition Ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. The existence of the ombudsman does not affect the authority of the CO, selection official, or COTR. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

b) Before consulting with the NSF Acquisition Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the CO for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions).

c) If resolution cannot be made by the CO, concerned parties may contact the NSF Acquisition Ombudsman. The contact information for the NSF Acquisition Ombudsman may be found at <http://www.nsf.gov/bfa/DACS/ombud.jsp>.

d) The NSF Acquisition Ombudsman has no authority to render a decision that binds the agency.

e) Do not contact the NSF Acquisition Ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the CO.

f) The Office of the National Ombudsman of the U.S. Small Business Administration has asked all Federal agencies to make clear that, if a small business entity requests Ombudsman assistance on a matter or otherwise questions or complains about a Federal agency action, the agency will not retaliate in response. The NSF is committed to maintaining an environment in which small businesses and others are free to question or complain about NSF actions or policies without fear of retaliation. One of the statutory responsibilities of the NSF, through its Office of Small Business Research and Development, is to "assure the expeditious processing of proposals by small business concerns based on scientific and technical merit" [42 U.S.C. 1883(3)]. Any

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

allegations of retaliation will be investigated and appropriate action taken to correct the situation and ensure it is not repeated. In addition, small business entities may comment to the National Ombudsman's office. Information about the National Ombudsman may be found at www.sba.gov/ombudsman.

L.27 LIST OF ATTACHMENTS TO SECTION L

- Attachment L-1 - Key Personnel Resumes
- Attachment L-2 - Past Performance Cover Letter Sample
- Attachment L-3 - Past Performance Questionnaire
- Attachment L-4 - Cost Model (roll up of the individual WBS elements)
- Attachment L-5 – Work Breakout Structure (roll up of the individual WBS elements)
- Attachment L-6 – WBS Sample
- Attachment L-7 – List of Acronyms

ATTACHMENT L-1

KEY PERSONNEL RESUME

If extra space is required, use an additional page and cross-reference additional information to the paragraph number, however, do not exceed the three (3) page limit.

1. Name of Offeror: _____

2. Name of Key Person: _____

3. Proposed Position: _____

4. Percent of Time the Person will be supporting the project _____

5. Name of Company/Partner Key Person will work for: _____

6. Duties and responsibilities in proposed position tied to the SOW identified in the RFP:

7. Chronological work history - Start with the current position and work backwards:

A. Name and Address of the Firm:

B. Position Held:

C. Dates of Employment: _____

D. Summary of responsibilities, accomplishments, and results: (Provide a concise description of major duties and responsibilities for each job relevant to the proposed position. Include specific examples demonstrating the ability to develop and implement innovative approaches and adopt practices that foster continuous improvement, challenge the status-quo and existing paradigm in formulating and implementing safe, high quality, timely, and cost-effective programs. List the type and number of personnel supervised.) _____

E. Name, Title, Phone Number, and E-mail of Supervisor:

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

8. Education - List degrees, disciplines, years, institutions:

9. Citizenship:

10. Level of current security clearance (if any):

11. Professional affiliations/registrations:

12. Publications, awards, honors, and professional recognition:

13. Explain why the individual's education, experience, leadership, and demonstrated performance have prepared him/her for the proposed position:

14: References (list three) - Name, Title, Address, Telephone Number, e-mail:

15: Signature of Key Person and Date:

By submission of this information, the Key Person and offeror authorize NSF to contact references and previous employers provided to verify accuracy. NSF may consider the information received in evaluation of the offeror's proposed key personnel.

ATTACHMENT L- 2

PAST PERFORMANCE COVER LETTER SAMPLE

FOR OFFICIAL USE ONLY

SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (When filled in.)

Request for Proposal # _____

Past Performance Cover Letter for _____

Dear “Client Name”:

We are currently responding to the National Science Foundation Request for Proposal No. _____ for the management and operation of National Science Foundation activities for the United States Antarctic Program (USAP). USAP represents the national effort in Antarctica for scientific research conducted by universities and research institutions, as well as by other Federal agencies. The USAP is responsible for enabling the success of science programs in Antarctica through sustaining logistics and support infrastructure at permanent stations, remote field camps, laboratory facilities, and on research vessels.

The contractor selected for this effort shall operate and maintain the United States' facilities in Antarctica and will be responsible for a wide range of activities which include:

- Technical Management and Administration;
- Science Technical Project Services;
- Information Technology and Communications;
- Infrastructure, Operations, and Professional Services; and,
- Transportation and Logistics.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Past Performance Questionnaire be completed, we are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries. We have identified Mr. /Ms. _____ of your organization as the point of contact based on their knowledge concerning our work.

FOR OFFICIAL USE ONLY

SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (When filled in.)

FOR OFFICIAL USE ONLY
SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (When filled in.)

We would appreciate you filling out the attached questionnaire and faxing it or e-mailing it directly to the National Science Foundation no later than 7 calendar days after receipt of this letter:

National Science Foundation (NSF)
Office of Polar Programs
Fax : (703) 292-9080
E-mail: USAPrecompete@nsf.gov

We request, whenever possible, that you expand upon answers on the questionnaire by providing comments/supporting narratives. Since your response must be combined with other responses to obtain an overall past performance evaluation, a short suspense is required to meet the schedule.

Thank you for your assistance.

Signature Block of Offeror:

Signature

Name

Title

Date

FOR OFFICIAL USE ONLY
SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (When filled in.)

ATTACHMENT L - 3

PAST PERFORMANCE QUESTIONNAIRE

FOR OFFICIAL USE ONLY

SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (WHEN FILLED IN)

Request for Proposal # _____

Program Title _____

A. General Information

1. Complete Name of Offeror _____

2. Offeror's Address, Telephone Number, and Facsimile Number (with Area Code)

3. Contract Number and Type of Contract _____

4. Dollar Value of Contract _____

5. Period(s) of Performance _____

6. Program Title and Brief Description _____

7. Name/Title/Contact Information of the Person Completing the Questionnaire

8. Signature: _____

B. Instructions

Please complete this questionnaire based on the following guidance:

1. Indicate, based on the adjectival definitions below, the contractor's performance on the identified program. Assessments should reflect only prime contractor performance.

2. Please provide typed or written responses.

3. Please check an adjectival rating corresponding to your answer, or check "N/A" if you are unable to provide a score for the question.

Outstanding

Offeror's performance significantly exceeded most or all contract requirements.

Very Good

Offeror's performance exceeded many of the contract requirements.

Satisfactory

Offeror's performance met contract requirements.

Unsatisfactory

Offeror's performance failed to meet the minimum contract requirements.

N/A

No past performance information is available for this question.

4. Please fax or e-mail your completed questionnaire within (7) days after receipt to:

National Science Foundation (NSF)
Office of Polar Programs
FAX : (703) 292-9080
E-mail: USAPrecompete@nsf.gov

1. Management Approach

#	Question	Outstanding	Very Good	Satisfactory	Unsatisfactory	N/A
a)	How satisfied were you with the contractor's organizational structure in terms of addressing and meeting contractual performance issues and conditions?					
b)	How effective was the contractor at identifying and implementing effective risk mitigation strategies to maintain contract performance, quality, schedule, cost, and contract requirements?					
c)	How effective was the contractor at managing teaming arrangements and subcontractors?					
d)	How successful was the contractor at recruiting and retaining strong, well-qualified technical personnel?					
e)	How successful was the contractor at recruiting and retaining skilled and experienced management personnel?					
f)	How effective was the contractor in performing contract requirements without frequent Government guidance and/or direction?					
g)	How effective was the contractor at communicating with the Contracting Officer and the Contracting Officer's Technical Representative?					
h)	How effectively and efficiently did the contractor manage all aspects of the contract?					

2. Technical Approach

#	Question	Outstanding	Very Good	Satisfactory	Unsatisfactory	N/A
a)	How well did the contractor support the scientific mission through comprehensive planning, provision of resources, and support for field and laboratory work?					

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

b)	How effective was the contractor at providing robust Information Technology and Communications infrastructure, security, and services ensuring efficient operations, administration, and support of contract requirements?					
c)	How well did the contractor plan, manage, and execute necessary services required to support permanent and temporary facilities (e.g. roads, airfields, ports, utilities, fuel systems, etc) and other infrastructure?					
d)	How well did the contractor demonstrate the use of a fully integrated supply chain and cargo and personnel movement network (e.g. air, land, and sea)?					
e)	How effective was the contractor at assuring compliance with Environment, Safety & Health (ESH) program requirements?					
f)	How well did the contractor meet or exceed performance metrics?					
g)	How effective was the quality assurance program that was developed and implemented by the contractor?					
h)	How well was the contractor able to identify and solve technical problems that arose during contract performance?					
i)	How responsive was the contractor to improving performance after being notified of deficiencies?					
j)	How satisfied were you with the contractor's work products?					
k)	Overall, how well did the contractor perform?					

3. Transition

#	Question	Outstanding	Very Good	Satisfactory	Unsatisfactory	N/A
a)	How well did the contractor execute the transition of resources and personnel?					

4. Cost/Price Information

#	Question	Outstanding	Very Good	Satisfactory	Unsatisfactory	N/A
a)	How well did the contractor use a project management system that included planning, budgeting, status tracking, cost reporting, baseline management, critical path analysis, and work breakdown structure? How effective was it?					
b)	How responsive was the contractor to variations in workload and available funding?					
c)	How accurate were the contractor's cost estimates?					
d)	How well did the contractor control costs?					
e)	How effective was the contractor in proactively alerting the Government of cost changes?					
f)	How satisfied were you with the contractor's relationship with its subcontractors (e.g. payments, labor relations, etc.)?					

5. Extent of Participation with Small Business Concerns

#	Question	Outstanding	Very Good	Satisfactory	Unsatisfactory	N/A
a)	How well did the contractor meet small business subcontracting goals?					

6. General Contractual Information

a) Did the contractor ever receive a Cure Letter or Show Cause Letter? If "yes", please explain.

Yes No

ATTACHMENT L – 4

COST MODEL (by individual WBS elements)

Refer to Excel spreadsheet attachment in FedBizOpps.

ATTACHMENT L-5

WORK BREAKOUT STRUCTURE (roll up of the individual WBS elements)

Refer to Excel spreadsheet attachment in FedBizOpps.

ATTACHMENT L-6

WBS SAMPLE

Refer to Excel spreadsheet attachment in FedBizOpps.

ATTACHMENT L-7

LIST OF ACRONYMS

A

AACE - Association for the Advancement of Cost Engineering
ABA – American Bankers Association
ACA – Associate Contractor Agreements
ACO – Administrative Contracting Officer
ADP - Automatic Data Processing
AIL – Antarctic Infrastructure and Logistics
AMC – Air Mobility Command
APO - Air Post Office
APCO - Association of Public-Safety Communications Officials
API - American Petroleum Institute
APP – Annual Program Plan
ARFF – Aircraft Rescue and Fire Fighting
ASC – Antarctic Support Contract
AWD – Area Wage Determination

B

BOE – Basis of Estimate

C

CAS – Cost Accounting Standards
CCR – Central Contractor Registration
CFR - Code of Federal Regulations
CIO - Chief Information Officer
CIP – Construction in Progress
CISA - Certified Information Systems Auditor
CISM - Certified Information Security Manager
CISO – Chief Information Security Officer
CISSP - Certified Information Systems Security Professional
CLIN – Contract Line Item Number
CMMI - Capabilities Maturity Model Integrated
CO – Contracting Officer
COFI – Commercial or Financial Information
CO-Int - Contractor Owned – Interconnected
CONUS – Continental U.S.
COTR – Contracting Officer’s Technical Representative
COTS – Commercial of the Shelf
CP – Contingency Plan
CPAF– Cost-Plus-Award-Fee (Completion)
CPM - Critical Path Method
CR – Cost-Reimbursement

D

DACS – Division of Acquisition and Cooperative Support
DAS – Division of Administrative Services
DCAA – Defense Contract Audit Agency
DCMA – Defense Contract Management Agency
DFM – Division of Financial Management
DISA - Defense Information Services Agency
DoD - Department of Defense
DOL – Department of Labor
DOT - Department of Transportation
DR – Disaster Recovery

E

EM - Electromagnetic
ESH – Environmental Safety and Health
eSRS – Electronic Subcontractor Reporting System
EVMS - Earned Value Management System

F

FAR – Federal Acquisition Regulations
FAST – Federal Automotive Statistical Tool
FBI - Federal Bureau of Investigation
FCC - Federal Communications Commission
FFP – Firm-Fixed-Price
FISMA - Federal Information Security Management Act
F.O.B – Free on Board
FOIA – Freedom of Information Act
FRPP – Federal Real Property Profile
FTE – Full Time Equivalent
FTR – Federal Travel Regulations

G

G&A – General and Administrative
GAO – Government Accountability Office
GBI – Gained by Inventory
GFE – Government Furnished Equipment
GFF – Government-Furnished Facilities
GFP – Government-Furnished Property
GFS – Government-Furnished Software
GIAC - Global Information Assurance Certification
GOCO – Government Owned-Contractor Operated
GSA – General Services Administration
GSLC - GIAC Security Leadership Certificate
GSS - General Support Systems

H

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

HF – High Frequency
HRM – Human Resource Management

I

IA - Information Assurance
IAPM – Information Assurance Program Manager
IAW – In accordance with
ISA – Interconnection Security Agreement
IBC - International Building Code
ILSP – Integrated Logistics Support Plan
IT SSP – Information Technology Systems Security Plan
IT&C – Information Technology and Communications

J

K

L

LHI - Leasehold Improvements

M

MA – Major Application
MOA - Memorandum of Agreement

N

NACI - National Agency Check with Inquiries
NAICS – North American Industry Classification System
NFPA - National Fire Protection Association
NIST - National Institute of Standards and Technology
NLRB – National Labor Relations Board
NSF – National Science Foundation
NSP – Not-separately-priced
NTE – Not-to-exceed
NZ - New Zealand
NZDF – New Zealand Defense Forces

O

OCI – Organizational Conflict of Interest
OCONUS - Outside the Continental U.S.
OH – Overhead
OMB - Office of Management and Budget
OPM – Office of Personnel Management
OPP - Office of Polar Programs
ORCA – On-Line Representations and Certifications Application

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

OTP - Offeror-to-propose

P

Pd – Period
PE - Professional Engineer
PII – Personally Identifiable Information
PM – Preventative Maintenance
PWS – Performance Work Statement

Q

R

RFP – Request for Proposal
RCRA - Resource Conservation and Recovery Act
R/V – Research Vessel

S

SCAP - Security Content Automation Protocol
SF – Standard Form
SFFAS – Statement of Federal Financial Accounting Standards
SLA – Service Level Agreement
SOO – Statement of Objectives
SPCC - Spill Prevention Control and Countermeasure
SSP – System Security Plan

T

TBD – To-be-determined

U

USAP - United States Antarctic Program
U.S.C. – United States Code

V

VHF/UHF - Very High Frequency/Ultra High Frequency

W

WBS – Work Breakdown Structure
WIP – Work in Process

X

Y

Z

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS

M.1.1 Basis for Contract Award

The Government will select the best overall proposal, based upon an integrated assessment of all of the evaluation criteria. This is a best value source selection conducted in accordance with the policies and procedures in the Federal Acquisition Regulation (FAR) and National Science Foundation Acquisition Regulation (Title 48, Chapter 25, Part 2501). A contract, if any, shall be awarded to the offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the solicitation's requirements and is judged, based on the evaluation criteria, to represent the best value to the Government.

M.1.2 Number of Awards

The Government intends to make a single award as a result of this solicitation. However, the Government reserves the right to award more than one contract or no contract at all.

M.1.3 Reserved

M.1.4 Competitive Advantage from Offeror Proposed Use of GFP/GFE

The Government will take appropriate steps to eliminate any competitive advantage resulting from an offeror's proposed use of Government Furnished Equipment (GFE), Government Furnished Property (GFP), and Government Furnished Facilities (GFF).

M.2 EVALUATION FACTORS

M.2.1 The Government will use the following factors to evaluate proposals and make a best value determination (factors are listed in descending order of importance):

1. Technical (Management Approach, Technical Approach, Transition)
2. Past Performance
3. Cost/Price
4. Extent of Participation of Small Disadvantaged Business Concerns

M.2.2 The Technical Factor is significantly more important than the Past Performance, Cost/Price and Extent of Participation of Small Disadvantaged Business Concerns Factors. All

of the evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

M.3 TECHNICAL EVALUATION

M.3.1 The Technical Factor will be evaluated at the subfactor level. Each Technical subfactor shall be evaluated using the following adjectival ratings:

To be provided by RFP amendment.

M.3.2 In addition to receiving an adjectival rating, the Technical subfactors shall also be evaluated for proposal risk using the following ratings:

To be provided by RFP amendment.

M.4 PAST PERFORMANCE EVALUATION

The Past Performance Factor shall be evaluated at the factor level and will be assigned one of the following adjectival ratings:

To be provided by RFP amendment.

M.5 EXTENT OF PARTICIPATION OF SMALL DISADVANTAGED BUSINESS CONCERNS EVALUATION

The Extent of Participation of Small Disadvantaged Business Concerns Factor shall be evaluated using the “meets/fails to meet” criteria as set forth below:

To be provided by RFP amendment.

M.6 THE GOVERNMENT WILL EVALUATE ALL PROPOSALS AGAINST THE FOLLOWING FACTORS AND SUBFACTORS:

M.6.1 EVALUATION FACTOR 1 - TECHNICAL (Subfactors are listed in descending order of importance)

M.6.1.1 Subfactor 1 - Management Approach

The Government will evaluate the Management Approach as described in the offeror's proposed Management Plan based on the following (which are of equal importance):

- a. Understanding of the Requirement - The Government will assess the offeror's understanding of the Program's overall mission, objectives, and requirements

and its ability to manage all aspects of the contract in an efficient, effective, and optimized manner.

- b. Organizational Structure – The Government will assess the structure of the proposed organization, to include team members, joint ventures, and subcontractors, and its ability to streamline processes for greater effectiveness, efficiencies, and reduced costs in support of the USAP mission and Government requirements. The Government will also assess the authority and responsibilities of the management team, access to corporate resources, and integration of team members, joint ventures, and subcontractors into the overall management structure.
- c. Staffing and Key Personnel – The Government will assess the key personnel in the organizational structure identified by the offeror as essential to the successful implementation and performance of the contract along with the rationale for such designation. The Government will assess the resume and position description for all key personnel and work-year percentage commitment to this contract. The Government will assess the offeror’s proposed plans for employee recruiting, retention, and maintenance of competent staffing over the life of the contract including the accommodation of fluctuating workloads.
- d. Performance Metrics, Incentives, and Disincentives set out in Surveillance Plans – The Government will assess the degree to which the offeror provides comprehensive performance metrics, incentives, and disincentives directly related to meeting or exceeding mission critical performance requirements. Performance metrics, incentives, and disincentives will be assessed for clarity and relevancy to performance and ease of measurement.
- e) Quality Management - The Government will assess the offeror’s approach to quality management to ensure effective planning, operation and control of processes and work activities.

M.6.1.2. Subfactor 2 - Technical Approach

The Government will assess the offeror's technical proposal including its proposed Performance Work Statement in accordance with the contract objective (RFP SOO paragraph C.3) and the requirements for each of the five functional areas identified in the SOO which are of equal importance (RFP SOO paragraph C.6):

- a) Technical Management and Administration;
- b) Science and Technical Project Services;
- c) Information Technology and Communications;
- d) Infrastructure, Operations, and Professional Services;
- e) Transportation and Logistics.

M.6.1.3 Subfactor 3 - Transition

The Government will assess the Transition Plan (inclusive of the transition-in and transition-out period(s) of performance) for effectively minimizing disruptions and inefficiencies while maintaining uninterrupted services to the USAP during first and last six months of contract performance.

M.6.2 EVALUATION FACTOR 2 - PAST PERFORMANCE

M.6.2.1 The past performance evaluation will examine how the offeror's past and present performance validates anticipated future performance relating to similar areas designated within the Technical subfactors, customer satisfaction, adherence to cost, schedule and performance metrics, resolution of unanticipated problems and other areas as indicated in the past performance questionnaire. The Government will also assess the quality, the performance-based nature of the past performance, and organizational experience. The Government will assess the past performance information gathered from all available sources for recency and relevancy (See Section L for the definition of recency and relevancy).

M.6.2.2 The Government reserves the right to check the past performance of any proposed subcontractors and include the results in its assessment. Subcontractors will be assessed in a similar manner as the prime. However, the following restrictions will apply for the evaluation of past performance involving subcontractors:

- The relevance of experience will be assessed only when such experience is that of the subcontractor indicated to be the predominant performer of such work under this acquisition.
- Performance-based (IAW FAR Part 37) experience will only be assessed when such experience is that of the subcontractor indicated to be the predominant performer and/or manager of such work under this acquisition.

M.6.3 EVALUATION FACTOR 3 - COST/PRICE

M.6.3.1 The offeror's cost/price proposal will be evaluated for reasonableness and realism. It will not receive an adjectival rating. Cost/Price will be evaluated for the base period plus all options. Evaluation of options shall not obligate the Government to exercise such options. The offeror's proposed cost/price, when evaluated, may include adjustments to offset any competitive advantage from the use of additional GFE/GFP/GFF (e.g., GFE/GFP/GFF not furnished to all offerors) or other Government-provided costs associated with the proposed approach. To facilitate the evaluation of proposal information requested in Section L of this solicitation, information may be obtained from other sources including, but not limited to, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), U.S. Department of Labor, available escalation or inflation factors or indices and any other resource available to the Government.

SECTION M - SECTION M – EVALUATION FACTORS FOR AWARD

M.6.3.2 The total estimated cost proposed by the offeror shall include Government-provided NTE costs. The total estimated cost will be evaluated by the Government for reasonableness and realism. Costs proposed for the transition-in period shall be evaluated for realism and reasonableness; however, these costs will not be included in the total estimated cost for purposes of the comparative analysis.

M.6.3.3 The offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and realistic. For a price to be reasonable, it should not exceed that which would be incurred by a prudent person in the conduct of competitive business. For additional information see FAR 31.201-3.

M.6.3.4 The Government's realism analysis will include an evaluation of the extent to which proposed costs/prices are sufficient for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials described in the offeror's proposal. The cost/price realism assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. When the Government evaluates an offer as unrealistically low compared to the anticipated costs of performance and the offeror fails to explain these underestimated costs, the Government will consider, under the proposal risk evaluation, the offeror's lack of understanding of the technical requirements of the applicable technical subfactor(s).

M.6.3.5 To assist in the realism analysis, the Government will develop a probable cost of the offeror's proposal. The "probable cost" of a proposal determined to be realistic will normally be the cost proposed, but areas of concern may lead to an assessment that the proposal entails specific risk(s) to the Government which may result in the proposed costs being exceeded. Depending on the degree of risk and the sufficiency of information available for the Government to do so, that risk may or may not be quantified in terms of a specific probable cost estimate.

M.6.4 EVALUATION FACTOR 4 – EXTENT OF PARTICIPATION OF SMALL DISADVANTAGED BUSINESS CONCERNS

The Government will assess the offeror's proposed subcontracting goals and approach to subcontracting. The offeror's approach to subcontracting will be evaluated based on the degree of participation and the extent the offeror plans to identify and commit to subcontracting with small business, small disadvantaged business, veteran-owned and service-disabled small business, HUBZone small business, and woman-owned small business including providing subcontracting opportunities for small, small disadvantages, women-owned, disabled veteran-owned, and HUBZone small businesses. The offeror's proposal will be evaluated to determine the realism of the proposed subcontracting goals and the likelihood of successful accomplishment of the goals.

M.7 ORAL PRESENTATIONS

After proposals are submitted, the Government may request that the offerors conduct oral presentations of the proposal. The purpose of the oral presentation is to give the offeror the opportunity to highlight its technical solution, management approach and experience. The offeror's presentation shall be given by the Program Manager. Also, all key personnel will be required to present their functional area. If so requested, the CO will contact each offeror to schedule their oral presentation. Oral presentations may be recorded and/or videotaped by the Government.